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ABSTRACT

Collective bargaining agreements between the boards of trustees and faculty associations of Broward Community College (BCC) and Indian River Community College (IRCC) in Florida are presented. The BCC contract period covers 1987 to 1989, while the IRCC contract period covers August 1989 to July 1990. With some variation between the agreements in terms of coverage and detail, the following topics are dealt with: recognition of bargaining representatives; faculty rights; union rights; management rights; faculty compensation; conditions of employment; strikes and lockouts; general provisions; term of the agreement; legal counsel; rank and promotion; leaves of absence; transfers and force reduction; fringe benefits; tenure; termination of appointment; and grievance procedures. Salary schedules are attached to both agreements. The BCC agreement includes three addenda: a November 15, 1988 revision of the faculty appointment and tenure article; a supplement to the 1988-89 contract addressing terms of agreement, faculty compensation and health insurance; and a summary of contract amendments submitted to the college faculty in 1989 by the United Faculty of Florida, BBC's faculty association. (GFW)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS OF FLORIDA TWO-YEAR COLLEGES

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF BROWARD COMMUNITY COLLEGE

AND THE UNITED FACULTY OF FLORIDA

1987 - 1989

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ARTICLE 1

1.0 **Recognition**

The District Board of Trustees of Broward Community College, hereinafter referred to as the Board, recognizes the United Faculty of Florida, hereinafter referred to as UFF or the Union or the Faculty, as the exclusive collective bargaining representative for those employees certified by the Public Employees Relations Commission in Case No. RC-81-009 and Certification No. 539 dated May 22, 1981, who are employed by Broward Community College with respect to wages, supplements, hours and other terms and conditions of employment.

ARTICLE 2

2.0 Faculty Rights

2.1 Prevailing Rights

During the term of this Agreement, all rights, privileges and fringe benefits not specifically addressed in this Agreement, but previously enjoyed by Faculty members, and which rights, privileges and benefits contained in the Procedures and Guidelines Manuals and the Faculty/Staff Handbook as related to and limited to unit employees, will remain in effect unless amended by mutual agreement.

2.2 Non-discrimination

Broward Community College as an institution of higher learning is dedicated to the inculcation of the highest ideals of citizenship in a free society. The College seeks to set a proper example by complying fully with all relevant laws enacted at every level of government. Consistent with the American ideal of equality of citizens and the dignity and worth of each person, the College hereby states that equal employment opportunity and advancement are guaranteed consonant with appropriate laws without regard to race, religion, color, national origin, sex, creed, age, handicap and/or marital status. All members of the Faculty are expected to assist in making this policy a practical reality.

The Employer and the Union agree that all provisions of this Agreement shall be applied to all employees covered by this Agreement and that the Employer and the Union affirm their joint opposition to any discrimination practices in connection with employment, promotion, and/or training, remembering that the public interest requires the full utilization of employee skills and ability without regard to race, color, creed, national origin, sex, religion, age, handicap and/or marital status.

All employees of Broward Community College covered by this Agreement shall have the right to join or to refrain from joining the Union, to engage in lawful concerted activities for the purposes of collective bargaining or other mutual aid and protection, to express or communicate to management any view, grievance, complaint or opinion, related to the condition of compensation of public employees or their betterment as provided for in this Agreement, all free from restraint, coercion, discrimination or reprisal.

2.3 Grievance Procedure

The parties agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin.

Section 1

Any claim by an employee, group of employees, or the Union at the request of a group of employees, that there has been a violation, misinterpretation or misapplication of any division of this Agreement, may be processed as a grievance as provided hereinafter. Nothing in this article shall be construed to prevent any employee from presenting, at any time, his own grievance in person or by legal counsel to the College and having such grievance adjusted without the participation of the Union. However, an adjustment must be consistent with the terms of this Agreement, and the Union must be given a reasonable opportunity to be present at any meeting called for the resolution of any grievance.

Section 2

In the event that an employee believes that there is a basis for a grievance, he shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if he prefers, accompanied by a Union representative, within 25 of the employee's duty days from the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance. It is agreed that when the grievant is satisfied with the College's response, processing of the grievance will automatically terminate.

Step 1

If, after the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the Union. Within five (5) instructional duty days of the informal discussion, the employee shall submit the form set forth in Appendix A, signed by the grievant and a representative of the Union, which form shall be available from the Department of Human Resource Management and Development of the College and the Union. Instructional duty days shall be defined as duty days on the employee's instructional calendar.

Within five (5) instructional duty days of receipt of the grievance, the immediate supervisor and the appropriate Dean

2.3 Grievance Procedure (Continued)

shall meet with the grievant and his Union representative in an attempt to resolve the grievance. The Dean will indicate the disposition of the grievance in writing within five (5) instructional duty days after such meeting, and shall furnish a copy thereof to the Union.

Step 2

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the campus Provost or the appropriate Vice President within five (5) instructional duty days of the disposition of the grievance at Step 1. Within five (5) instructional duty days the Provost, Vice President or his designee shall meet with the grievant and his Union representative and shall indicate the disposition of the grievance in writing within five (5) instructional duty days of the meeting.

Step 3

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the President or his designee, within five (5) instructional duty days of the disposition of the grievance at Step 2. Within five (5) instructional duty days, the President or his designee shall meet with the grievant and his Union representative and shall indicate the disposition of the grievance in writing within five (5) instructional duty days of the meeting.

Section 3

If the grievant is not satisfied with the disposition of the grievance by the President or his designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Union (with the consent of the grievant) to arbitration before an impartial arbitrator within twenty (20) instructional duty days of the disposition at Step 3 or expiration of the time limit. The arbitrator shall be selected from the Federal Mediation and Conciliation Service in accordance with its rules, which shall also govern the arbitration proceedings. The parties agree the award of the arbitrator shall be final and binding.

The College and the Union shall share equally the expense of the arbitrator. Each party shall be responsible for any additional expenses it chooses to incur.

2.3 Grievance Procedure (Continued)

Adjustments of any grievance shall be consistent with the provisions of this Agreement. The arbitrator shall be prohibited from modifying, changing, adding to, or subtracting from the terms of this Agreement or any supplementary written, approved amendment entered into mutually by the parties. Any case appealed to the arbitrator upon which he has no power to rule shall be referred back to the parties without decision.

Section 4

1. The time limits in this article may be modified by written agreement of the parties. The time limits in this article shall be strictly observed by all parties and the number of days written at each level will be considered a maximum - every effort will be made by the parties to expedite the process.

2. The Union shall have the right to initiate class grievances at Step 2.

3. Nothing in this article shall require the Union to process grievances for employees who are not members of the Union after written waiver by the Union to the grievant and the College. If the Union waives its rights to process a grievance to arbitration, the employee may carry the case forward but he will be required to pay one-half of the arbitration cost.

4. The parties agree that a settlement of any grievance by the parties prior to the rendering of a decision by an arbitrator shall not constitute an admission that the Contract has been violated, nor shall such settlement constitute a precedent for the interpretation or application of the provisions of the Agreement.

5. No reprisal of any kind will be made by the Board against any grievant, any witness, any Union representative or any other participant in the grievance procedure by reason of such participation.

6. During all stages of the grievance procedure, the parties have the right of discovery to all information and arguments that have a bearing on the grievance.

7. The supervisor and grievant may mutually waive the hearing at any step - in which case the responsible official shall process the grievance as provided for at that step.

2.4 Reduction in Force

In the event the Board of Trustees determines that the number of bargaining unit employees must be reduced for any reason, such reduction in bargaining unit members shall be based on objective, reasonable and non-discriminatory standards which: (1) shall not be arbitrary or capricious and (2) shall not deprive employees of other rights conferred by this Agreement or the laws of Florida and the United States. If a reduction in the number of bargaining unit members is determined to be necessary, the following procedure shall be controlling:

A. Reduction:

1. Faculty members affected by a reduction in force will be determined by the academic needs of the program. The determination of which Faculty members will be affected will be based on an analysis of the qualifications of the Faculty members to teach the remaining courses, the accreditation standards of the appropriate agencies, and annual contract status. All of the above being equal, length of service shall be the determining factor.

2. A Faculty member affected by layoff will be notified, if practical, by April 30 for a reduction to become effective in Term I; by October 1 for a reduction to become effective in Term II; and by February 1 for a reduction to become effective in Term III. In the event this notice is not practical, the affected Faculty member will be given at least 60 calendar days notice prior to the term in which the reduction occurs. The Faculty member will receive three (3) months of College employee insurance coverage and up to 10% of the Faculty member's base salary, not to exceed a total of three thousand, five hundred dollars ($3,500). Affected Faculty members shall have the right to participate in College insurance programs for an additional eighteen (18) months at no cost to the College.

B. Recall:

1. Faculty members affected by a reduction in force will be placed on a recall employment list for two years following the reduction in force, with the last member laid off being the first to be recalled.

B. Recall: (Continued)

2. All benefits to which a Faculty member was entitled at the time of layoff shall be restored in full upon reemployment within the recall period.

3. The College shall notify the recalled employee by certified mail to the last known address of the employee. The burden is on the employee to notify the Human Resources Department of any change in address. In the absence of written notice from the employee, within fifteen (15) days of receipt of the recall, of an intent to return to work at the beginning of the next term, the College shall recall the next name on the recall list. Failure of the Faculty member to respond or to return as agreed shall constitute voluntary termination.

2.5 Personnel Files

There shall be one official personnel file for each Faculty member. The official file shall be maintained at the College Human Resources Office.

No derogatory materials relating to an employee's conduct, service, character or personality shall be placed in the personnel file of the employee except for materials pertaining to work performance or such other matters that may be just cause for discipline, suspension or dismissal under the laws of Florida. No anonymous letter or anonymous materials shall be placed in the personnel file.

Materials relating to work performance, discipline, suspension or dismissal must be acknowledged by the employee, reduced to writing, signed and dated by an appropriate College supervisor. No such materials (with the exclusion of annual evaluations) shall be placed in the personnel file unless they have been reduced to writing within 45 calendar days of the College Administration becoming aware of the facts reflected in the materials. If the employee refuses to acknowledge such materials, the appropriate College administrator must state that fact on the materials. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt, and does not necessarily indicate agreement with the contents. No material older than three (3) years will be valid for use in any discipline, suspension or dismissal action.

2.5 Personnel Files (Continued)

Upon request, the employee shall be permitted to examine the contents of his/her personnel file. An employee has the right to answer any material in his/her personnel file and the answers shall be attached to the file copy. The Human Resources Office shall provide, upon written request by the Faculty member, one (1) set or portion thereof, of the Faculty member's personnel file per year at no cost to the Faculty member.

2.6 Proprietary Rights

When a Faculty member develops copyrightable or patentable material on his/her own without receiving remuneration or release time from the College, or through the use of College facilities or personnel, then he/she shall have sole right of ownership and disposition of such works.

When a Faculty member is paid by the College from any funding source, or is granted release time by the College and is assigned to a responsibility which leads to a copyrightable or patentable product, the work produced under such an assignment shall be the property of the College and all royalties from such product shall be the property of the College unless an agreement is executed in advance.

2.7 Personal Leave

Each employee may be absent for 4 days each academic year for personal reasons. Such absences shall be charged to accrued sick leave, and leave for personal reasons shall be non-cumulative.

2.71 Sick Leave Accrual

Each employee shall earn one day of sick leave for each calendar month or major fraction of a calendar month of service, not to exceed 12 days for each fiscal year. Sick leave shall be cumulative from year to year.

The employee shall, at the beginning date of employment, be credited with 4 days of sick leave with compensation. In the event of termination of employment before the end of the first contract year, the employee's compensation shall be adjusted in an amount necessary to ensure that sick leave with compensation does not exceed the months served.

2.8 Professional Titles

A. Bases for Qualification for Titles

Promotion is based on many factors. Among these are excellence in teaching, in scholarship and creative works, in service to the College, its students, and the community. Professional activities in related fields as well as academic degrees and years of satisfactory service are also criteria to be considered in determining promotions.

Excellence in teaching is defined to include but not limited to the following: continued improvements of methods and procedures of instructional presentation, adherence to academic rules and regulations, command of subject, and currency in the field.

Excellence in scholarship and creative works is defined to include but not limited to the following: publication of research articles in scholarly and professional journals, professional licensure, publication of textbooks and reviews. In certain fields such as art, music or literature, creativity will be evidenced by such activities as exhibits, performances, or publications.

Service to the College is defined to include but not limited to the following: active participation in departmental and College-wide development, implementation, and evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance and viability; active participation on campus and College committees; development of new instructional techniques and/or delivery systems.

Service to students is defined to include but not limited to the following: availability to students for consultation and advisement, participation in student activities, sponsorship of student clubs and organizations, and a demonstrated commitment to the welfare of the student.

Service to the community and professional activities are defined to include but not limited to the following: membership and participation in community and professional organizations; service as an officer in a local, state, or national organization; service within the local business and industry community to enhance the College's service; participation with local schools for the purpose of academic articulation and the enhancement of enrollment efforts.

2.8 Professional Titles (Continued)

B. Minimum criteria for each level of the system shall be as follows:

Title	Education*	Experience**
Instructor	Bachelor's degree or equivalent	0 - 5 years of full time college teaching experience
Assistant Professor	Master's degree with 18 graduate semester hours in discipline or equivalent	0 - 5 years of full time college teaching experience
Associate Professor	Master's degree with 18 graduate semester hours in discipline plus eligibility for the 12 hour credential change award or a terminal Master's degree or equivalent.	6-10 years of full time college teaching experience at least 5 years of which must be at BCC and continuing contract.
Professor	Master's degree with 18 graduate semester hours in discipline plus eligibility for the 36 hr. credential change award or terminal Masters degree plus eligibility for the 12 hour credential change award or equivalent	11-15 years of full time college teaching experience at least 10 of which must be at BCC and continuing contract.
Senior Professor	Doctoral degree with at least 30 graduate semester hours in discipline or Master's degree with 18 graduate semester hours in discipline plus eligibility for the 48 hour credential change award or terminal Masters degree plus eligibility for the 24 hour credential change award or equivalent.	16+ years of full time college teaching experience at least 10 of which must be at BCC and continuing contract.

2.8 Professional Titles (Continued)

B. (Continued)

Criteria for Special Cases:

Individuals with distinguished records in their areas of expertise who may not qualify under the preceding minimum criteria but whose competency is well known and recognized may be placed by the District Board of Trustees in any of the preceding levels upon recommendation by the President to the District Board of Trustees with supporting documentation.

* Technical Faculty who do not have graduate programs available will be evaluated on an individual basis in the placement or promotion to the appropriate level. Professional licensure and appropriate professional registries are among the criteria to be considered.

** In technical areas occupational experience may be counted in lieu of teaching experience.

A Faculty member must initially fulfill the minimum qualifications of education and experience set forth in Section B and satisfactory performance as indicated by annual evaluation. Upon attainment of these minimum qualifications a Faculty member who receives satisfactory evaluations in four of the five criteria in Section A will be recommended for promotion.

Upon employment a Faculty member will be placed at the appropriate level. A Faculty member must complete 5 years at one level before becoming eligible for promotion to the next level. A Faculty member on annual contract is not eligible for promotion until he/she is awarded a continuing contract.

Faculty members who are employed prior to the 1987-88 academic year, may, after one year at the initial level but no later than three years after the initial placement, apply for promotion to the next level on a one time basis. Application for promotion after this will only be considered after 5 years. There is no monetary increase upon attaining promotion.

2.8 Professional Titles (Continued)

C. Applications for promotion must be initiated by the Faculty member and must contain a statement explaining, in detail, the accomplishments attained in relation to both Sections A and B. Applications must be submitted to the Department Head who will make a recommendation to the Academic Dean. The Academic Dean will make a recommendation to the Campus Provost who, in turn, will make a recommendation to the President. The President, consistent with the legal authority vested in that position, will make the final recommendation for promotion to the Board of Trustees. The Board retains the ultimate responsibility for approving promotion.

ARTICLE 3

3.0 Union Rights

3.01 Freedom of Expression

Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members.

3.02 Faculty Relations

It is understood and agreed that all functions of the Union shall be performed by Union members on the employee's own time and not the College working time. Any exception to this shall be arranged with and approved by the employee's immediate supervisor.

3.1 Access to Facilities

The U.F.F and its representatives shall have the right to use College facilities for monthly executive Board meetings and one general membership meeting per term upon advance request and when available.

3.11 Access to Bulletin Boards

The College agrees to provide the Union with existing bulletin board space in those campus areas where notices to Faculty are normally posted by the College. Notices or documents to be posted by the Union must be related to official Union business and initiated by an officer in the Union.

3.12 Access to College Mail Services

The Union shall have the right to use the College mail service, including Faculty mail boxes, for U.F.F communications to employees, provided documents to be transmitted are not prohibited by the Private Express Statutes, and with the further understanding that the College normal mail operation will first be performed in cases where an overload occurs as a result of said U.F.F mail use requests.

3.13 Access to Duplicating

The U.F.F agrees to purchase and use an auditron for any duplication of material done on College duplicating equipment. The College will bill U.F.F for any material duplicated on College equipment at a rate of $.035 per page. It is understood by the parties that the needs of the College will have priority in the use of duplicating equipment.

3.2 Membership Roster

The Board will provide the Union with a list of all members of the bargaining unit, their home address, the campus and department for each individual. The list will be provided to the Union at the start of Term I, Term II and Term III.

3.3 Dues Deduction

3.31 Deduction Authorization

Any employee covered hereunder, who has submitted a properly executed written dues authorization card or statement to the College President and/or his designee, may have his initiation fees and membership dues in the Union deducted from his wages. Dues shall be deducted each pay period of each month and shall thereafter be transmitted to the Union. However, the College shall have no responsibility or any liability for any monies once sent to the Union, nor shall the College have any responsibility or any liability for the improper deduction of dues. Further, the Union shall hold the College harmless for non-intentional errors in the administration of the dues deduction system, although the College shall exercise reasonable care in said transactions. It shall be the responsibility of the Union to notify the College of any change in the amount of dues to be deducted at least sixty (60) days in advance of such deductions. Under no circumstances shall the College be required to deduct employee's organizational fines, penalties or assessments from the wages of any member.

3.32 Termination of Deduction

The Board's responsibility for deducting dues and uniform assessments from an employee's salary shall terminate automatically after either: (1) thirty (30) days written notice from the employee to the Board and to the Union revoking the employee's prior check-off authorization, pursuant to Florida Statute Chapter 447.303 or (2) cessation of the authorizing employee's employment or (3) the transfer or promotion of the authorizing employee out of the bargaining unit.

3.4 Access to Information

The College agrees to make available to Union officers and/or its members, information and/or records of the College, if requested and permitted pursuant to the provisions of Florida Statutes, Chapter 119.

3.41 Board Packets

The College agrees to supply the Union President with a copy of the Board Packet as furnished to other recipients of the Board Packet.

3.42 Policy Manuals

One set of Board of Trustees Policies, Procedures and Guidelines manuals shall be provided to the Union President.

3.5 Policy Changes

If the Board adopts any change in College policy which affects the wages, hours or conditions of employment of the Faculty, such changes will be bargained at the request of the Union prior to implementation.

ARTICLE 4

4.0 Management Rights

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of the collective bargaining agreement.

4.1 Strikes

The Union agrees not to participate in, nor endorse strikes, picketing, stoppages or concerted failure or refusal to perform assigned work by the employees covered by this Agreement, while this Agreement is in effect.

Any employee who participates in or endorses a strike, a work stoppage, picketing or concerted failure or refusal to perform assigned work, may be disciplined and/or discharged by the College, and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure.

It is understood and agreed that, in the event of any violation of this Article, the College shall be entitled to seek and obtain exparte immediate injunctive relief, provided within twenty-four (24) hours after receiving written notification from the College that a strike or picketing is in progress on the part of individuals or any group of individuals covered by this Agreement, the Union shall state to the College, in writing, whether or not it has sanctioned such action. Its prompt disavowal of responsibility, in writing, shall relieve the Union of legal responsibility to the College therefore.

Picketing, as referred to in this Article, shall mean any action by way of demonstrating which has the effect of preventing or restraining any other employee from coming to work or to continue work. Informational picketing, which does not have the effect of preventing or restraining any other employee from continuing to work, is permitted under this Article.

ARTICLE 5

5.0 Faculty Compensation

5.01 Salary Compensation

The Board agrees to increase the base annual salary of each member of the bargaining unit employed prior to the 1987-88 academic year by nine percent (9%) over the salary currently in effect for each member of the bargaining unit.

This salary increase shall be fully retroactive to the start of Term I of the 1987-88 academic year for those on 196-day contracts and to July 1, 1987 for those on 12-month contracts.

Minimum salaries for each rank are:

Rank III	$21,000
Rank II	24,000
Rank I	27,500

The salary range maximums are:

Rank I	$43,600
Rank II	39,250
Rank III	34,900

5.02 Initial Salary and Credential Change Awards

The Board and the Union recognize the value of continuing educational experience. In recognition of this, the credential change award program has been established to encourage Faculty members to continue their education.

Credential change compensation awards and changes in rank will become effective at the beginning of the major term following the completion of the course work. Major term is defined as Term I, Term II, or Term III, but not the mini-terms contained within Terms I, II, and III.

Credential change awards shall be in effect as long as a Faculty member maintains current certification.

The following provisions govern the credential change program:

1. Only full-time tenure track Faculty members are eligible for credential change awards.

5.02 Initial Salary & Credential Change Awards (Continued)

2. To be eligible for credential change credit, the hours taken must meet at least one of the following criteria:

   a. Graduate semester hours in the assigned teaching field.

   b. Graduate semester hours in related fields, subject to prior approval at departmental and other levels through the Vice President of Academic Affairs.

   c. Subject to prior approval at the departmental and other levels through the Vice President of Academic Affairs, some under-graduate courses at the third or fourth year level may be counted if certified as being necessary to the completion of a specific teaching assignment as determined by the appropriate Dean of Academic Affairs in association with departmental administrators.

3. In the technical discipline areas, a work experience program will count for a Rank III+18 award. This experience credit shall be set at a maximum of six (6) hours to be earned in a twelve (12) week planned work program which must receive prior approval of the respective Department Head, Dean of Academic Affairs, and the Vice President for Academic Affairs. Within each seven (7) year period from the date of qualifying for it, the Faculty member must engage in a planned work experience of not fewer than six weeks which must receive prior approval as is the case for the initial award.

4. The initial salary will take into consideration the educational background of the Faculty member. Any course work to be counted toward a credential change award must be approved by the Academic Dean and the Vice President for Academic Affairs. The maximum number of education hours does not apply in the technical areas.

5. The fifteen (15) hour award and the thirty (30) hour award are fixed at $433 and $865 respectively, and shall continue at these regularly stipulated amounts for the terms of the awards.

6. Courses taken may be used to qualify for a credential change and also to renew certification. The hours must be certified by and all documentation filed in the Human Resource Management and Development Office during the term in which the award becomes effective. For each of these classification ranks, the maximum number of semester hours of education courses shall be as set forth below:

   Rank II + 12 hours = 4 semester hours of education
   Rank II + 24 hours = 9 semester hours of education
   Rank II = 36 hours = 14 semester hours of education
   Rank II = 48 hours = 18 semester hours of education

5.02 Initial Salary & Credential Change Awards (Continued)

The maximum number of education hours does not apply in the technical areas.

Faculty members presently holding or subsequently granted post masters degrees such as Ed.S. degree would qualify for Rank II+48 hours.

A change in credentials will result in an increase in the Faculty member's annual compensation as shown below:

Rank III to Rank III + 12	$ 550
Rank III + 12 to Rank III + 18	220
Rank III to Rank III + 18	770
Rank II to Rank II + 12	550
Rank II + 12 to Rank II + 24	550
Rank II + 24 to Rank II + 36	550
Rank II + 36 to Rank II + 48	550
Rank II to Rank II + 24	1,100
Rank II to Rank II + 36	1,650
Rank II to Rank II + 48	2,200

Changes in rank will result in the following changes:

Rank III to Rank II	$ 3,000
Rank III + 12 to Rank II	2,500
Rank III + 18 to Rank II	2,280
Rank III to Rank I	6,500
Rank III + 12 to Rank I	6,000
Rank III + 18 to Rank I	5,780
Rank II to Rank I	3,500
Rank II + 12 to Rank I	2,950
Rank II + 24 to Rank I	2,400
Rank II + 36 to Rank I	1,850
Rank II + 48 to Rank I	1,300

5.03 Substitute Pay

When a bargaining unit member substitutes in a class he/she will be paid at the following rate:

Rank I	$16.35 per clock hour
Rank II + 48	14.40 per clock hour
Rank II	12.70 Per clock hour
Rank III	11.55 per clock hour

Substitute teaching in the same class in excess of two weeks shall be paid at the extra pay teaching assignment rate effective the third week of substitution.

5.04 Pay Dates

Faculty shall receive 26 pay checks commencing with the second Wednesday after the start of their contract year. The checks shall be distributed every second Wednesday, except that Faculty shall receive the checks for the dates between Terms II and I in which they are not on duty on the last full duty day of Term II.

5.05 11 and 12-Month Contracts

Faculty members employed on an 11-month contract shall receive an additional 10% of their base ten-month salary. Faculty members employed on a twelve-month contract shall receive an additional 20% of their base ten-month salary.

5.1 Extra Pay Teaching Assignments

5.11 Lecture Courses

Full time Faculty members who voluntarily agree to teach a three-credit hour course in addition to their regular hours will be compensated as follows:

Rank I	$ 1,155
Rank II + 48	1,050
Rank II	945
Rank III	840

5.12 Pro-Rated Payment

Courses not having three credit hours will be paid on a pro-rated basis using the above salary as a guideline, except as noted in 5.14 below.

5.13 Course Load Limit

Faculty members may have one extra-pay teaching assignment per term or combination of classes not to exceed 4.5 adjusted credit hours per term. In the Health Science Education area, a Faculty member may teach either two mini term clinical courses or one full-term course. Applied Music Faculty may teach six one-hour/two-credit courses or 12 one-half-hour/one-credit courses or a combination of the two, not to exceed six contact hours.

5.14 Clock Hour Pay

Faculty members in the following areas will be paid at a clock hour rate as follows:

Applied Music	
Rank III	$11.60
Rank II	14.50
Rank II + 48	16.65
Rank I	18.60
Studio Art	
Rank III	$12.40
Rank II	15.25
Rank II + 48	16.95
Rank I	18.60
HPRD, Labs & Health Science Education	
Rank III	$15.30
Rank II	18.30
Rank II + 48	20.70
Rank I	22.65

5.15 Credit Banking

The College and a Faculty member, by mutual agreement consistent with Florida Statutes, may designate that a teaching assignment in addition to a normal load in Term I or II will be used to reduce the Faculty member's summer teaching obligations not to exceed three (3) credit hours.

5.16 Overloads

Faculty members who are requested by the College to teach a class above the normal load will be compensated as follows:

A. Semester hour - one-twelfth (1/12) of the base annual salary for each three semester hours overload.
B. Extra Contact hour - one-fiftieth (1/50) of the base annual salary for each contact hour overload for the term.

5.17 Second Summer Term

Full-time Faculty requested by the College to teach a second summer term shall be employed at a rate of pay equal to 1/12 of the Faculty member's base annual salary for each three credit hour class taught. Faculty members who volunteer to teach a second summer term under an extra-pay teaching assignment shall be paid at the extra-pay teaching assignment rate. Faculty in Health Science Education Clinics shall be paid at the rate specified in Article 5.14.

Preference for assignment for vacancies for extra-pay teaching assignments shall be given to unit members consistent with the needs of the College. The reference "needs of the College" includes:

5.17 Second Summer Term (Continued)

1. The qualifications of the applicant.
2. Recency of teaching experience in the subject field.
3. The number of available positions and courses in the subject field.

5.18 SPD Reassignments

In the event a Staff and Program Development project is the equivalent of a reassigned teaching assignment and it is over and above the normal load of the Faculty member, the Faculty member will be reimbursed at the Extra-Pay Teaching Assignment rate contained in Article 5.1.

5.19 Extra-pay Teaching Assignment Substitutes

Faculty who are unable to attend an extra-pay teaching assignment will be required to provide a qualified substitute approved by the Department Head or request the Department Head to obtain a substitute. In extra-pay teaching assignment situations where the Faculty member provides the substitute, he/she is responsible for the method of compensation. In instances where the Department Head provides the substitute, the College will pay the substitute and the teacher of record will have his/her salary reduced by the number of teaching hours missed. In cases where no substitute is provided, the Faculty member will have his/her salary reduced by the number of teaching hours missed.

5.191 Conflict of Assignments

The Administration agrees that it will not reduce a Faculty member's compensation when the Faculty member misses a class when sent by the College on an approved temporary duty assignment.

5.2 Tuition Reimbursement

The College shall reimburse members of the unit for the cost of tuition and laboratory fees for job-related credit courses not to exceed a total of twenty-two thousand dollars. In order to be eligible for reimbursement, the Faculty member must receive approval by the campus Dean of Academic Affairs and the Vice President for Academic Affairs prior to the Faculty member's enrollment. The Dean for Student Affairs and the Vice President for Student Affairs will approve reimbursement for Counselors. The Director of Libraries and the Vice President for Academic Affairs will approve reimbursement for Librarians.

(Continued)

5.2 Tuition Reimbursement (Continued)

The maximum amount of tuition reimbursement per course will be up to the graduate in-state tuition in the State University System. A Faculty member may not be reimbursed for more than two courses during an academic term. A Faculty member on sabbatical leave is not eligible for tuition reimbursement. The recipient of any tuition reimbursement shall sign a promissory note, upon completion of the course, to the College to repay these funds if the recipient leaves the College within one year.

5.21 Free Tuition for Faculty, Spouses and Children

The Board shall permit full-time personnel who have been employed for at least six months at the College and meet College admission requirements, and their dependents as defined by the Internal Revenue Service, to enroll in a maximum of 6 credit hours or equivalent hours per term without payment of matriculation or tuition fees. Each dependent under this clause will be limited to a total number of hours of the chosen degree program, not to exceed 80 credit hours plus remedial coursework.

5.3 Terminal Leave Pay

In the event of death or retirement under a retirement system administered by the State of Florida, the Board will provide terminal leave pay. Such terminal leave pay starting with the tenth year shall equal the daily rate of pay of the employee at the time of retirement or death multiplied by 50 percent of the total number of accumulated sick leave days accredited to the employee at the time of retirement or death. During the next twenty years of service, the daily rate of pay of the employee at the time of retirement or death shall be multiplied by 50 percent plus an additional 2.5 percent per year for each year of service beyond 10 years, times the total number of accumulated sick leave days accredited to the employee at the time of retirement or death.

If the employee is terminated by death during the first nine (9) years of service, the terms expressed in Policy 6Hx2-3.25 will govern such terminal leave pay. If termination is by death of the employee, any terminal leave pay to which the employee may have been entitled shall be made to his designated beneficiary or estate.

If an employee retires and receives terminal leave pay based on unused sick leave credit, all unused sick leave credit shall become invalid. If the employee retires without receiving terminal leave pay benefits and interrupts retirement to return to employment, the employee's sick leave credit shall be reinstated.

5.31 Tax-sheltered Annuities at Retirement

The College will pay terminal leave pay at retirement directly to a previously-approved tax-sheltered annuity program, at the request of the retiree and consistent with appropriate laws and regulations.

5.32 Direct Deposit

The College will provide for direct deposit of paychecks to the Broward Schools Credit Union at the Faculty member's option as soon as feasible.

5.40 Fringe Benefits

5.41 Group Life Insurance

The College will pay the premium for group life insurance for bargaining unit members at the amount of the member's base annual salary rounded off to the next higher $1000, with a maximum of $30,000.

Bargaining unit members have the option of purchasing additional term life insurance equivalent to the amount provided by the College with a maximum of $30,000. Permanent group ordinary life insurance may be purchased by a Faculty member through payroll deduction.

5.42 Health Insurance

The health insurance plan will not include "first dollar" benefits, but will be based on a percentage payment of reasonable and customary charges. After the employee fulfills the co-payment obligation (stop loss), the plan will pay one hundred percent (100%) of the reasonable and customary charges.

Bargaining unit members may elect to cover their dependents with the full cost of such coverage paid by the bargaining unit member.

All bargaining unit members will have a choice of one of two health maintenance organizations or the health insurance plan which will include a preferred provider organization option.

The disability and dental insurance programs will be continued on the current basis for the contract period.

5.43 Insurance Committee

The President of the United Faculty of Florida/Broward Community College shall appoint the Faculty members to the existing College Insurance Committee.

5.5 Supplements

Supplements for unit members will be paid in accordance to the schedule shown in Appendix B.

5.6 Vacation Leave

5.

Personnel employed on a twelve-month employment calendar are permitted vacation leave, exclusive of College holidays and Saturdays and Sundays, at the following rates:

A. One (1) day for each month month | (5) years with Broward Community College - 12 days maximum per year.

B. One and one-fourth (1 and 1/4) days for each month of full-time service from five (5) years to ten (10) years of service at Broward Community College - 15 days maximum per year.

C. One and one-half (1 and 1/2) days for each month of service over ten (10) years with Broward Community College - 18 days maximum per year.

D. Full-time service at any other Florida community college will be counted as service at Broward Community College for the purpose of determining vacation leave accruals.

Such vacation leave may be accumulated up to a maximum of forty-four (44) working days, but such vacation time shall be so scheduled that there will be a minimum disruption of the operation of the College. Annual leave credits earned in excess of forty-four (44) days in any calendar year shall be used in that calendar year or shall be forfeited on December 31. If employed prior to the 16th of the month, a bargaining unit member shall receive credit for earned vacation time for that month. Employees may receive pay for accumulated earned vacation days not to exceed an amount equal to thirty (30) days at termination or resignation. In the case of the death of the employee, payment of his unused annual leave at the time of death shall be made payable to the employee's beneficiary, estate, or as provided by law.

ARTICLE 6

6.0 Work Conditions

6.1 Sabbatical Policy

Sabbaticals shall be granted to tenured Faculty members for either guided professional development/growth or for expanding the teaching area of the Faculty member. The term "guided" shall mean:

1. Proof of acceptance into a formal program of study in the Faculty member's professional area or a related area by an accredited institution.

2. The presentation of an abstract of the writing project which includes:

   a. The relationship of the project to the Faculty member's professional area.

   b. The efforts made to identify a market for the product.

3. A narrative description of the itinerary which designates those activities directly applicable to the Faculty member's professional area.

6.11 Number of Sabbaticals

The number of sabbatical leaves for the bargaining unit shall not exceed four percent of the bargaining unit for each academic year during the term of the contract. Up to three of these sabbaticals may be awarded by the College for the purpose of retraining a Faculty member.

6.12 Sabbatical Selection Criteria

In determining the point totals to be awarded to bargaining unit members who apply for sabbatical leave, no points will be awarded for years of service. Points will be awarded by the Committee as follows:

1. Extended Education Leave:

   a. Initiation or continuation of an advanced degree program in the Faculty member's major or cognate field on a full-time basis - 7 points.

   b. Graduate study in the Faculty member's major or cognate field on a full-time basis - 6 points.

   c. Research or writing with intent to publish - 5 points.

   d. Travel directly related to the applicant's major field - 4 points.

1. Extended Education Leave (Continued)

   e. Items a through d are mutually exclusive.

2. First sabbatical or not having had a sabbatical for at least ten (10) years - 2 points.

3. In case of a question of eligibility resulting from a tie in points, the Sabbatical Leave Committee will make a recommendation based on the following criteria:

   a. The application with the highest primary reason;

   b. In a case of equal reasons, an evaluation based on the application narrative.

6.13 Sabbatical Leave Committee

The President of the Union shall annually nominate five faculty members from whom the President of the College shall choose three to serve on the Sabbatical Leave Committee. The Committee shall recommend persons for sabbatical in a priority order. The Sabbatical Leave Committee shall make its recommendations to the President.

6.20 Yearly Work Load

A full-time Faculty member normally maintains a teaching load of 36 credit hours per contract year, or up to fifty contact hours. This is achieved by teaching a minimum of 15 credit hours, or a minimum of fifteen contact hours, or up to twenty contact hours in Terms I and II, and a minimum of 6 credit hours, or a minimum of six contact hours, or up to 10 contact hours in Term IIIA or IIIB based on a full 16 week semester. Adjustments in these may be made under College policy pursuant to law. Any credit or contact hours that exceed the normal yearly work load, but are necessary to make a full teaching load, will be paid at the extra pay teaching assignment rate.

In classes (laboratories, clinics, studios, etc.) where contact hours exceed credit hours, adjusted credit hours shall be used to determine the normal load. An adjusted credit hour is determined by totaling the number of credit hours per term and contact hours per week based on a full sixteen week semester and dividing by two.

6.3 Professional Conferences

If a Faculty member makes a request for duty leave to attend a professional conference and it is approved, the Faculty member will be reimbursed to the extent allowable by law for expenses incurred, subject to the availability of funds.

6.4 Faculty Support of College Activities and Graduation Attendance

The Faculty and the Board agree that one-half of the teaching Faculty will attend graduation ceremonies at the conclusion of Term I and one-half of the teaching Faculty will attend graduation at the conclusion of Term II.

Librarians and counselors who are required by the appropriate administrative authority to fulfill their assigned duty hours at their assigned location will be exempt from the required graduation attendance. Librarians and counselors who are exempted are encouraged to attend the ceremonies.

6.5 Annual Faculty Evaluation

Faculty shall be evaluated at least once annually and they shall be advised of the academic term during which such annual evaluation will be made.

The purposes of evaluation are:

a. To promote the highest quality instruction (teaching/learning).

b. To encourage the highest quality performance by Faculty.

c. To encourage professional growth and development of Faculty.

d. To evaluate Faculty job performance.

The evaluation shall be based upon data obtained from the Faculty member's self-evaluation, student evaluations, classroom visitation (if applicable and required of non-tenured Faculty), and general knowledge of the instructor.

The Faculty member, if assigned teaching duties, shall be notified at least one week in advance of the date and duration of any direct classroom observation or visitation made in connection with the Faculty member's annual evaluation. Such observation or visitation shall occur when the Faculty member is performing regular teaching duties.

The evaluation shall be in writing and the Faculty member shall be provided the opportunity to discuss the evaluation with the evaluator prior to it being forwarded through administrative channels to the confidential portion of the Faculty member's personnel file.

The evaluation shall be signed by the person performing the evaluation and by the person being evaluated, who may attach a concise comment to the evaluation. A copy of the evaluation shall be given to the Faculty member.

The person responsible for supervising and evaluating a Faculty member shall assist the Faculty member in correcting any performance deficiencies reflected in the Faculty member's annual evaluation by prescribing a developmental plan.

A Faculty member who receives an unsatisfactory evaluation may seek review of that evaluation pursuant to College Policy #6HX2-4.15. The decision of the reviewing authority shall not be subject to challenge under the grievance procedure of this collective bargaining agreement.

Nothing herein shall be construed to prevent an employee from challenging an evaluation in a disciplinary proceeding if such evaluation is used to support disciplinary action.

6.6 Recertification Committee

The College and the United Faculty of Florida will form a joint committee to study recertification of Faculty members. The Committee will consist of three members appointed by the President of the College, and three members appointed by the President of the UFF/BCC.

The Committee will present draft recommendations at a scheduled faculty meeting. The Committee will then present its final recommendation for recertification procedures to the College and the UFF bargaining teams prior to the close of Term II of the 1987-88 academic year.

ARTICLE 7

7.0 General Provisions

7.1 Severability

If any paragraph, clause, sentence, Article or other part of this Agreement is ruled to be illegal, invalid, or unenforceable by any court of competent jurisdiction, such decision shall not affect the remaining portions of the Agreement which shall remain in full force and effect.

7.1 Consultations

Representatives of the College and the UFF negotiation teams will meet monthly during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise therefrom. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Further, each party will submit to the other at least twenty-four (24) hours prior to the meeting, an agenda covering what it wishes to discuss. Such meeting may be cancelled by mutual consent. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the agreement shall be subject to ratification by the Board of Trustees and the Faculty, the same as this Agreement.

7.3 Academic Calendar

The calendar and work days for 1987-88 are contained in Appendix C-1.

The 1988-89 calendar and work days shall be the subject of consultation as outlined in Article 7.1.

ARTICLE 8

8.0 Term of Agreement

This Agreement shall be in full force and effect from and after the date of ratification by the Faculty and the Board of Trustees. The Agreement shall remain in full force and effect through the last full day of the 1988-89 academic year with the exception that, on the matter of compensation and two other issues chosen by each party, the contract shall be reopened for negotiations. Such negotiations may be requested no earlier than April 1, 1988 and, upon written request to commence negotiations, the responding party shall contact the other party within 15 days upon receipt of the request in order that mutually agreeable dates and places for negotiations may be agreed upon.

Negotiations for a successor agreement may be requested no earlier than April 1, 1989, and upon written request to commence negotiations, the responding party shall contact the other party within 15 days upon receipt of the request in order that mutually agreeable dates and places for negotiations may be agreed upon.

8.1 Contract Distribution

The Union will receive 400 copies of this Agreement for distribution. Management will receive 200 copies.

This Agreement ratified by the UFF on _____.

This Agreement ratified by the Board of Trustees on _____.

Broward Community College	United Faculty of Florida
Chairman of the Board	President
President	Vice President

Appendix A-1

Notice of Grievance Submission

Grievance Number: _____

Grievant Name: _____

Grievance Representative: _____

Date: _____

IN ACCORDANCE WITH THE PROVISIONS OF THE UFF-BCC COLLECTIVE BARGAINING AGREEMENT, AND UNDER THE CONDITIONS THEREIN SPECIFIED, THE ABOVE GRIEVANCE IS HEREBY FILED ON THIS DATE AT STEP _____, WITH _____ AS THE GRIEVANT'S IMMEDIATE SUPERVISOR.

_____
Signature of Grievant

_____
Signature of Grievance Representative

Appendix A-2

Grievance Form

Name: _____

Office Location: _____

Campus: _____ Phone: _____

Provisions of Agreement Violated: Article(s) and Section(s):

_____

_____

_____

Statement of Grievance (include date of acts or omissions complained of):

Remedy Sought:

Grievant's Signature: _____

Date Submitted: _____

Uff Grievance Representative's Signature: _____
(If UFF is representing the grievant, a UFF grievance representative will sign here).

APPENDIX B-1

BROWARD COMMUNITY COLLEGE
SUPPLEMENT SALARY SCHEDULE
1987 - 1988

103	Soccer Coach (1)	$1540
104	Golf Coach (Women)	1540
105	Golf Coach (Men)	1540
106	International Student Coordinator 2 Reassigned classes	3300
107	Forensics Coach	1980
108	Swimming Coach (Coed)	1540
109	Advisor for the Speakers' Bureau	3000
110	Planetarium Director	1500
111	Diving Coach (Coed)	880
112	Scorekeeper (3)	12/game(15 games)
113	Timekeeper (3)	12/game(15 games)
114	Director Jazz Band	1375
115	Israel Program Coordinator	1500
116	Spain Program Coordinator	1250
117	Weekend College Coordinator	2500
118		
119		
120	Assistant Athletic Director (2)	3080
121	Basketball Coach (1)	2695
122	Assistant Basketball Coach (2)	1540
123	Baseball Coach (1)	2640
124	Assistant Baseball Coach (1)	1540
125	Tennis Coach (Men) (1)	1540
126	Tennis Coach (Women) (1)	1540
127	Business Seminar Workshop Leader*	35 per hour
128		
129		
130		
131	Intra/Extramural (League & Tournament Director)	2475
132	Athletic Trainer (2)	2200
133	Volleyball Coach (Women) (1)	1540
134	Basketball Coach (Women) (1)	2695
135	Drama Coach (Central)	2255
136		
137		
138	Newspaper (Phoenix)	2255
139	Director, Special College Ensemble	1320
140	Softball Coach (1)	1540
141	Drama Coach (South)	1375
142	Publication Coordinator	2255
143	Publication Advisor (3)	1155
144		
145		
146	Career Services Coordinator (Central)	2365
147	Career Services Coordinator (North)	2365
148	Career Services Coordinator (South)	2365

* Full Time Staff Only

149	Brain Bowl Advisor	$1430
150		
151		
152		
153		
154		
155		
156		
157	Intra/Extramural (Lifetime & Leisure Coordinator	1430
158		
159		
160		
161	Newspaper (Polaris)	1540
162		
163		
164		
165	Intra/Extramurals (Recreation)	935
166		
167	Newspaper (New Horizons)	1540
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APPENDIX C-1

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM I, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
August				20	21		2	0	2
1	24	25	26	27	28	X	5	5	5
2	31						1	1	1
September									
2		1	2	3	4		4	4	4
3	7*	8	9	10	11	X	4	4	4
4	14	15	16	17	18	X	5	5	5
5	21	22	23	24+	25	X	4	4	4
6	28	29	30				3	3	3
October									
6				1	2	X	2	2	2
7	5	6	7	8	9	X	5	5	5
8	12	13	14	15	16	X	5	5	5
9	19	20	21	22	23	X	5	5	5
10	26	27	28	29	30	X	5	4	5
November									
11	2	3	4	5	6	X	5	5	5
12	9	10	11++	12	13	X	4	4	4
13	16	17	18	19	20	X	5	5	5
14	23	24	25	26**	27**		3	3	3
15	30						1	1	1
December									
15		1	2	3	4	X	4	4	4
16	7	8	9	10	11	X	5	5	5
17	14	15	16	17	18+++		5	5	5
							82	79	82

August 20-21, October 27, 1987 - Duty Days, not teaching
* September 7, 1987 - Labor Day Holiday
\+ September 24, 1987 - Fall Holiday
++ November 11, 1987 - Veterans' Day Holiday
** November 26-27, 1987 - Thanksgiving Holidays
+++ December 18, 1987 - Graduation Day

Final examination week: December 14-18, 1987. Saturday classes will have examinations on December 12, 1987. Friday evening classes will have exams on December 11, 1987.
Evening classes will not be held on November 25, 1987.
Saturday classes will not be held on September 5th and November 28, 1987.

Teaching days by number for both day and evening exclusive of final examinations are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	15	15	15	14	15	13
Evening	15	15	14	14	14	

There are 82 duty days and, of these three are not class or teaching days - August 20 - 21, October 27, 1987.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IA, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
August				20	21		2	0	2
1	24	25	26	27	28	X	5	5	5
2	31						1	1	1
September									
2		1	2	3	4		4	4	4
3	7*	8	9	10	11	X	4	4	4
4	14	15	16	17	18	X	5	5	5
5	21	22	23	24+	25	X	4	4	4
6	28	29	30				3	3	3
October									
6				1	2	X	2	2	2
7	5	6	7	8	9	X	5	5	5
8	12	13	14	15	16	X	5	5	5
9	19	20					2	2	2
							42	40	42

August 20-21, 1987 - Duty Days, not teaching
* September 7, 1987 - Labor Day Holiday
\+ September 24, 1987 - Fall Holiday

Each class meets six hours per week. The last class meeting is for final examinations.
Saturday classes will not meet September 5, 1987.
Saturday classes will have final examinations on October 17, 1987.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IB, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
October									
1			21	22	23	X	3	3	3
2	26	27	28	29	30	X	5	4	5
November									
3	2	3	4	5	6	X	5	5	5
4	9	10	11*	12	13	X	4	4	4
5	16	17	18	19	20	X	5	5	5
6	23	24	25	26+	27+		3	3	3
7	30						1	1	1
December									
7		1	2	3	4	X	4	4	4
8	7	8	9	10	11	X	5	5	5
9	14	15	16	17	18		5	5	5
							40	39	40

October 27, 1987 Duty Day, not teaching
* November 11, 1987 Veterans' Day Holiday
\+ November 26 & 27, 1987 Thanksgiving Holidays

Each class meets six hours per week. The last class meeting is for final examinations.

Saturday classes will have final examinations on December 12, 1987.

Saturday classes will not meet November 28, 1987.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM II, 1987 - 1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
January									
1		5	6	7	8	X	4	3	4
2	11	12	13	14	15		5	5	5
3	18*	19	20	21	22	X	4	4	4
4	25	26	27	28	29	X	5	5	5
February									
5	1	2	3	4	5	X	5	5	5
6	8	9	10	11	12	X	5	5	5
7	15	16	17	18	19	X	5	5	5
8	22	23	24	25	26	X	5	5	5
9	29						1	1	1
March									
9		1	2	3	4	X	4	4	4
10	7	8	9	10	11	X	5	5	5
11	14	15	16	17	18	X	5	5	5
12	21	22	23	24	25	X	5	5	5
13	28+	29+	30+	31+			0	0	0
April									
13					1+		0	0	0
14	4	5	6	7	8	X	5	5	5
15	11	12	13	14	15	X	5	5	5
16	18	19	20	21	22	X	5	5	5
17	25	26	27	28	29	X	5	5	5
May									
18	2	3	4	5++			4	3	4
							82	80	82

* January 18, 1988 - Martin Luther King's Birthday Holiday
\+ March 28 to April 1, 1988 - Spring Holiday
++ Graduation Day

Saturday classes will not be held on January 16 and April 2, 1988.
Saturday classes will have final examinations April 30, 1988.
Final exam week: April 28 - May 4, 1988.

Teaching days by number for both day and evening classes, exclusive of final examination week, are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	14	15	16	15	15	15
Evening	14	15	16	15	15	

There are 82 duty days and, of these, two are not teaching days - January 5 and May 5, 1988.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IIA, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
January									
1		5	6	7	8	X	4	3	4
2	11	12	13	14	15		5	5	5
3	18+	19	20	21	22	X	4	4	4
4	25	26	27	28	29	X	5	5	5
February									
5	1	2	3	4	5	X	5	5	5
6	8	9	10	11	12	X	5	5	5
7	15	16	17	18	19	X	5	5	5
8	22	23	24	25	26	X	5	5	5
9	29						1	1	1
March									
9		1	2	3	4		4	4	4
							42	42	42

* January 18, 1988 - Martin Luther King's Birthday Holiday

Each class meets for six hours per week. The last class period is for final examinations.

Saturday classes will not be held on January 16, 1988.

Saturday classes will have final examinations on February 27, 1988.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IIB, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
March									
1	7	8	9	10	11	X	5	5	5
2	14	15	16	17	18	X	5	5	5
3	21	22	23	24	25	X	5	5	5
4	28*	29*	30*	31*			0	0	0
April									
4					1*		0	0	0
5	4	5	6	7	8	X	5	5	5
6	11	12	13	14	15	X	5	5	5
7	18	19	20	21	22	X	5	5	5
8	25	26	27	28	29	X	5	5	5
May									
9	2	3	4	5+			4	3	4
							39	38	39

* March 28, 29,30, 31 and April 1, 1988 - Spring Holiday
\+ Graduation Day

Each class meets for six hours per week. The last class period is for final examinations.

Saturday classes will not be held on April 2, 1988.

Saturday classes will have final examinations on April 30, 1988.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM III, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
May									
1	9	10	11	12	13	X	5	5	5
2	16	17	18	19	20	X	5	5	5
3	23	24	25	26	27		5	5	5
4	30*	31					1	1	1
June									
4			1	2	3	X	3	3	3
5	6	7	8	9	10	X	5	5	5
6	13	14	15	16	17	X	5	5	5
7	20	21	22+	23	24	X	5	4	5
8	27	28	29	30			4	4	4
July									
8					1		1	1	1
9	4**	5	6	7	8	X	4	4	4
10	11	12	13	14	15	X	5	5	5
11	18	19	20	21	22	X	5	5	5
12	25	26	27	28	29	X	5	5	5
August									
13	1	2	3	4	5		5	5	5
							63	62	63

* May 30, 1988 - Memorial Day Holiday
\+ June 22, 1988 - Duty day, non-teaching
** July 4, 1988 - Independence Day Holiday

Final examinations week: August 1 through 5, 1988.
Examinations for Saturday classes will be on July 30, 1988.
Saturday classes will not be held on May 28 and July 2, 1988.

Teaching days for both day and evening classes, exclusive of examination week, are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	10	12	11	12	12	9
Evening	10	12	11	12	12	

There are 63 duty days and, of these, one is not a teaching day - June 22, 1988.

Class schedule must provide for a minimum of 45 hours of instruction for each three credit hour course.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IIIA, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
May									
1	9	10	11	12	13	X	5	5	5
2	16	17	18	19	20	X	5	5	5
3	23	24	25	26	27		5	5	5
4	30*	31					1	1	1
June									
4			1	2	3	X	3	3	3
5	6	7	8	9	10	X	5	5	5
6	13	14	15	16	17	X	5	5	5
7	20	21	22+				3	2	3
							32	31	32

* May 30, 1988 - Memorial Day Holiday
\+ June 22, 1988 - Duty Day - non teaching

Final examinations for day and evening classes will be held the last class meeting.
Saturday classes will not be held on May 28, 1988.
Saturday classes will have final examinations on June 18, 1988.

Teaching days by number for both day and evening classes are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	6	7	6	6	6	5
Evening	6	7	6	6	6	

Alternate Friday classes are divided as follows:
Monday and Wednesday classes will meet on May 13, 27 and June 10, 1988.
Tuesday and Thursday classes will meet on May 20, June 3 and 17, 1988.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR

TERM IIIB, 1987-1988

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
June									
1			22*	23	24	X	3	2	3
2	27	28	29	30			4	4	4
July									
2					1		1	1	1
3	4+	5	6	7	8	X	4	4	4
4	11	12	13	14	15	X	5	5	5
5	18	19	20	21	22	X	5	5	5
6	25	26	27	28	29	X	5	5	5
August									
7	1	2	3	4	5		5	5	5
							32	31	32

* June 22, 1988 - Duty day, non-teaching
\+ July 4, 1988 - Independence Day Holiday

Final examinations for both day and evening classes will be held the last class meeting.

Saturday classes will not be held on July 2, 1988.
Saturday classes will have final examinations on July 30, 1988.

Teaching days by number for both day and evening classes are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	5	6	6	7	7	5
Evening	5	6	6	7	7	

Alternate Friday classes are divided as follows:

Monday and Wednesday classes will meet on June 24, July 8, 22 and August 5, 1988.
Tuesday and Thursday classes will meet on July 1, 15 and 29, 1988.

1988 - 89 SUPPLEMENT TO

THE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF BROWARD COMMUNITY COLLEGE

AND THE UNITED FACULTY OF FLORIDA

2.21 APPOINTMENT AND TENURE

The Board agrees not to change College Policy 6Hx2-4.14 during the term of this agreement.

5.01 SALARY COMPENSATION

A. Minimum salaries for each rank shall conform to the following schedule:

	YEARS EXPERIENCE					
RANK	0	4	9	15	20	25
3.0	$21000	$23736	$27099	$30461	$32538	$34516
3.12	21550	24280	27643	31005	33082	35060
3.18	21770	24498	27860	31223	33300	35278
2.0	24000	26703	30066	33428	36296	38818
2.12	24550	27247	30610	33972	36840	39362
2.24	25100	27791	31154	34516	37384	39906
2.36	25650	28335	31697	35060	37928	40450
2.48	26200	28879	32241	35604	38472	40994
1.0	27500	30165	33626	37088	40055	43120

These values are for Faculty on ten-month contracts. Values in this table shall be adjusted for Faculty on eleven and twelve-month contracts.

Years of experience shall include full-time employment at BCC as a Faculty member or an administrator on an equal basis PLUS previous experience credited by the College Administration at the determination of starting salary. The number of years of outside experience credited shall be limited to no more than ten (10).

B. At the beginning of the 1988-89 academic year, each Faculty member will be placed at the appropriate position on the salary schedule. If a Faculty member's salary exceeds the value in the table, the salary used shall be the greater of the two numbers. Each Faculty member's salary will then be increased by 7.0%. For the 1988-89 academic year, no individual's total salary increase shall be less than 7.0% or greater than 20.0%.

C. This salary increase and the implementation of the salary schedule will be fully retroactive to the start of Term I of the 1988-89 academic year for those on 196-day contracts and to July 1, 1988 for those on 12-month contracts.

D. The salary range maximums are:

Rank I	$43,600	Rank II	$39,250
Rank II + 48	41,450	Rank III + 18	35,670
Rank II + 36	40,900	Rank III + 12	35,450
Rank II + 24	40,350	Rank III	34,900
Rank II + 12	39,800		

5.03 SUBSTITUTE PAY

When a bargaining unit member substitutes in a class, he/she will be paid at the following rate:

Rank I	$20.45 per clock hour
Rank II + 48	18.00 per clock hour
Rank II	15.85 per clock hour
Rank III	14.40 per clock hour

Substitute teaching in the same class in excess of two weeks shall be paid at the extra pay teaching assignment rate effective the third week of substitution.

5.05 VARIABLE CONTRACT LENGTH

1. A Faculty member employed on an 11-month contract shall receive an additional 10% of his/her base 10-month salary. A Faculty member employed on a 12-month contract shall receive an additional 20% of his/her base 10-month salary.

2. By mutual consent between a Faculty member and the Administration, a Faculty member may teach a 164 day contract (Terms I and II). The 164 day contract shall then become the Faculty member's normal contract. The Faculty member's salary shall be prorated based on his/her 10-month salary. The Faculty member shall receive all the fringe benefits associated with the 196 day contract and shall receive credit for a full year of retirement service under the rules of the Florida Retirement System.

   Requests for a 164 day contract must be submitted to the Department Head prior to the end of Term II in the preceding academic year. The Faculty member shall receive notice of the action taken on this request by the end of Term III of the year in which the request is made.

   The Faculty member may elect to return to the 196-day contract one time. Notice of intent to return to the 196-day contract shall be given prior to the end of Term II of the preceding academic year.

   Any future changes in contract length shall be by mutual consent.

3. By mutual consent, a Faculty member may fulfill his/her Term III obligation during a twelve (12) week term. The Term III work week shall be adjusted so that the Faculty member's total hours shall not exceed those required in Term IIIA or Term IIIB. Once a Faculty member has completed a twelve (12) week Term III, he/she is eligible to fulfill the subsequent year's contractual obligation, by mutual consent between the Faculty member and the Administration, by teaching three extra adjusted credit hours during Term I and three extra adjusted credit hours during Term II, at no additional compensation. A Faculty member who fulfills his/her contractual obligations in Term I and Term II in this way is expected to prorate his/her work week according to current College policy.

4. By mutual consent, a Faculty member may teach a combination of six (6) week and twelve (12) week courses in Term III totaling 12 adjusted credit hours with no extra compensation. Such combinations shall include at least two twelve (12) week courses and are subject to the availability of courses. Upon completing such a schedule, a Faculty member shall have fulfilled his/her Term III obligation for the following year.

5.1 EXTRA PAY TEACHING ASSIGNMENTS

5.11 LECTURE COURSES

Full time Faculty members who voluntarily agree to teach a three-credit hour course in addition to their regular hours will be compensated as follows:

Rank I	$1445
Rank II + 48	1310
Rank II	1180
Rank III	1050

5.1 EXTRA PAY TEACHING ASSIGNMENTS

5.14 CLOCK HOUR PAY

Faculty members in the following areas will be paid at a clock hour rate as follows:

Applied Music

Rank I	$23.25
Rank II + 48	20.80
Rank II	18.15
Rank III	14.50

Studio Art

Rank I	$23.25
Rank II + 48	21.20
Rank II	19.10
Rank III	15.50

HPRD, Labs and Health Science Education

Rank I	$28.30
Rank II + 48	25.90
Rank II	22.90
Rank III	19.10

5.41 GROUP LIFE INSURANCE

The College will pay the premium for group life insurance for bargaining unit members at the amount of the member's base annual salary rounded off to the next higher $1000, with a maximum of $50,000.

Bargaining unit members have the option of purchasing additional term life insurance equivalent to the amount provided by the College with a maximum of $50,000. Permanent group ordinary life insurance may be purchased by a Faculty member through payroll deduction.

5.42 HEALTH INSURANCE

All bargaining unit employees shall have a choice of one of three insurance plans: a Health Maintenance Organization, a Preferred Provider Option, or an indemnity plan.

The maximum yearly out-of-pocket expense for bargaining unit employees shall be:

1. the applicable copayment fees for the Health Maintenance Organization option,

2. $1000 for the Preferred Provider Option, and

3. $1500 for the indemnity option*.

   * Non network hospital may cost employee added $200.

The deductibles for each option are outlined in Appendix D-1.

Bargaining unit employees may elect to cover their dependents with the full cost of the coverage paid by the bargaining unit member.

The dental insurance plan shall include a Preferred Provider Dental Maintenance Organization option and an alternate dental option. The deductibles and benefit maximums are outlined in Appendix D-2.

The College shall pay the premium for disability insurance for Faculty members. The disability insurance plan shall pay 60% of the employee's monthly earnings rounded to the higher $1 to a maximum of $5000 per month. Details of the disability insurance plan are outlined in Appendix D-3.

5.5 SUPPLEMENTS

1. Supplements for bargaining unit members shall be paid in accordance with the schedule shown in Appendix B of the UFF contract.

2. For the 1988-89 academic year, the values shown in Appendix B shall be increased by 20%.

3. During the 1988-89 academic year, a committee consisting of four administrators appointed by the President of the College and four Faculty members appointed by the President of the United Faculty of Florida shall be formed to examine in detail the issues relating to the supplement schedule. This committee shall report its recommendations to the President of the College and the President of the United Faculty of Florida no later than March 1, 1989.

4. Upon request of the Faculty member, supplements shall be paid in equal installments at two week intervals, corresponding with regular Faculty pay dates.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM I, 1989-1990

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
August									
1	21*	22*	23	24	25	X	5	3	5
2	28	29	30	31			4	4	4
September									
2					1		1	1	1
3	4**	5	6	7	8	X	4	4	4
4	11	12	13	14	15	X	5	5	5
5	18	19	20	21	22	X	5	5	5
6	25	26	27	28	29	X	5	5	5
October									
7	2	3	4	5	6		5	5	5
8	9***	10	11	12	13	X	4	4	4
9	16	17	18	19	20	X	5	5	5
10	23	24*	25	26	27	X	5	4	5
11	30	31					2	2	2
November									
11			1	2	3	X	3	3	3
12	6	7	8	9	10+		4	4	4
13	13	14	15	16	17	X	5	5	5
14	20	21	22	23++	24++		3	3	3
15	27	28	29	30			4	4	4
December									
15					1	X	1	1	1
16	4	5	6	7	8	X	5	5	5
17	11	12	13	14	15	X	5	5	5
18	18	19+++					2	2	2
							82	79	82

* August 21, 22 and October 24, 1989 - Duty days, non-teaching
** September 4, 1989 - Labor Day Holiday
*** October 9, 1989 - Fall Holiday
\+ November 10, 1989 - Veterans Day Holiday
++ November 23 & 24, 1989 - Thanksgiving Holidays
+++ December 19, 1989 - Graduation Day

Final examination week - December 13 - 19, 1989. Tuesday evening classes will have final examinations on December 12, 1989. Saturday classes will have final examinations on December 16, 1989. Evening classes will not be held on September 1 or November 22, 1989.

Teaching days by number for both day and evening classes exclusive of final examinations are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	14	15	16	15	14	13
Evening	14	14	15	15	13	

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM IA, 1989-1990

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
August									
1	21*	22*	23	24	25	X	5	3	5
2	28	29	30	31			4	4	4
September									
2					1		1	1	1
3	4**	5	6	7	8	X	4	4	4
4	11	12	13	14	15	X	5	5	5
5	18	19	20	21	22	X	5	5	5
6	25	26	27	28	29	X	5	5	5
October									
7	2	3	4	5	6		5	5	5
8	9***	10	11	12	13	X	4	4	4
9	16	17	18	19			4	4	4
							42	40	42

* August 21 & 22, 1989 Duty days, non-teaching
** September 4, 1989 Labor Day Holiday
*** October 9, 1989 Fall Holiday

Each class meets six hours per week. The last class meeting is for final examinations.

Evening classes will not be held on September 1, 1989.

Saturday classes will not meet on September 2 or October 7, 1989.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM IB, 1989-90

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
October									
1					20	X	1	1	1
2	23	24*	25	26	27	X	5	4	5
3	30	31					2	2	2
November									
3			1	2	3	X	3	3	3
4	6	7	8	9	10**		4	4	4
5	13	14	15	16	17	X	5	5	5
6	20	21	22	23+	24+		3	3	3
7	27	28	29	30			4	4	4
December									
7					1	X	1	1	1
8	4	5	6	7	8	X	5	5	5
9	11	12	13	14	15	X	5	5	5
10	18	19++					2	2	2
							40	39	40

* October 24, 1989 Duty day, non-teaching
** November 10, 1989 Veterans Day Holiday
\+ November 23 & 24, 1989 Thanksgiving Day Holidays
++ December 19, 1989 Graduation Day

Each class meets for six hours per week. The last class is for final examinations.

Evening classes will not be held on November 22, 1989.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM II, 1989-1990

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
January									
1					5*		1	0	1
2	8	9	10	11	12		5	5	5
3	15**	16	17	18	19	X	4	4	4
4	22	23	24	25	26	X	5	5	5
5	29	30	31				3	3	3
February									
5				1	2	X	2	2	2
6	5	6	7	8	9	X	5	5	5
7	12	13	14	15	16	X	5	5	5
8	19	20	21	22	23	X	5	5	5
9	26	27	28				3	3	3
March									
9				1	2	X	2	2	2
10	5	6	7	8	9	X	5	5	5
11	12+	13+	14+	15+	16+		0	0	0
12	19	20	21	22	23	X	5	5	5
13	26	27	28	29	30	X	5	5	5
April									
14	2	3	4	5	6	X	5	5	5
15	9	10	11	12	13	X	5	5	5
16	16	17	18	19	20	X	5	5	5
17	23	24	25	26	27	X	5	5	5
18	30						1	1	1
May									
18		1	2	3	4	X	4	4	4
19	7	8++					2	1	2
							82	80	82

Teaching days by number for both day and evening classes exclusive of final examinations are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	15	15	15	15	15	14
Evening	15	15	15	15	15	

* January 5, 1990 Duty day, non-teaching
** January 15, 1990 Martin Luther King Jr. Birthday Holiday
\+ March 12 - 16, 1990 Spring Break
++ May 8, 1990 Graduation Day

Final examination week - May 1 - May 7, 1990.
Evening classes will be held on all scheduled class days.
Saturday classes will not be held on January 13 or March 17, 1990.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM IIA, 1989-1990

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
January									
1					5*		1	0	1
2	8	9	10	11	12		5	5	5
3	15**	16	17	18	19	X	4	4	4
4	22	23	24	25	26	X	5	5	5
5	29	30	31				3	3	3
February									
5				1	2	X	2	2	2
6	5	6	7	8	9	X	5	5	5
7	12	13	14	15	16	X	5	5	5
8	19	20	21	22	23	X	5	5	5
9	26	27	28				3	3	3
March									
9				1	2	X	2	2	2
							40	39	40

* January 5, 1990 Duty day, non-teaching
** January 15, 1990 Martin Luther King's Birthday Holiday

Each class meets for 6 hours per week. The last class period is for final examinations.

Saturday classes will not be held on January 13, 1990.

Saturday classes will have final examinations on March 3, 1990.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM IIB, 1989-1990

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
March									
1	5	6	7	8	9	X	5	5	5
2	12+	13+	14+	15+	16+		0	0	0
3	19	20	21	22	23	X	5	5	5
4	26	27	28	29	30	X	5	5	5
April									
5	2	3	4	5	6	X	5	5	5
6	9	10	11	12	13	X	5	5	5
7	16	17	18	19	20	X	5	5	5
9	23	24	25	26	27	X	5	5	5
9	30						1	1	1
May									
9		1	2	3	4	X	4	4	4
10	7	8++					2	1	2
							42	41	42

\+ March 12 - 16, 1990 Spring Break
++ May 8, 1990 Graduation Day

EAch class meets 6 hours per week. The last class period is for final examinations.

Saturday classes will not be held on March 17, 1990.

Saturday classes will have final examinations on May 5, 1990.

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM III, 1989-1990

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
May									
1			9	10	11	X	3	3	3
2	14	15	16	17	18	X	5	5	5
3	21	22	23	24	25		5	5	5
4	28*	29	30	31			3	3	3
June									
4					1	X	1	1	1
5	4	5	6	7	8	X	5	5	5
6	11	12	13	14	15	X	5	5	5
7	18	19	20	21	22**	X	5	4	5
8	25	26	27	28	29	X	5	5	5
July									
9	2	3	4***	5	6	X	4	4	4
10	9	10	11	12	13	X	5	5	5
11	16	17	18	19	20	X	5	5	5
12	23	24	25	26	27	X	5	5	5
13	30	31							
August									
13			1	2	3		5	5	5
14	6	7					2	2	2
							63	62	63

* May 28, 1990 Memorial Day Holiday
** June 22, 1990 Duty day, Non Teaching
*** July 4, 1990 Independence Day Holiday

Final examinations will be held the last class meeting.

Teaching days for both day and evening classes are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	12	13	12	13	12	11
Evening	12	13	12	13	12	

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM IIIA, 1989-1990

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
May									
1			9	10	11	X	3	3	3
2	14	15	16	17	18	X	5	5	5
3	21	22	23	24	25		5	5	5
4	28*	29	30	31			3	3	3
June									
4					1	X	1	1	1
5	4	5	6	7	8	X	5	5	5
6	11	12	13	14	15	X	5	5	5
7	18	19	20	21	22+		5	4	5
							32	31	32

* May 28, 1990 Memorial Day Holiday
\+ June 22, 1990 Duty day, Non teaching

Final examinations will be held the last class meeting.

Saturday classes will not be held on May 26, 1990.

Teaching days by numbers for both day and evening classes are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	5	6	7	7	6	5
Evening	5	6	7	7	6	

Alternate Friday classes will meet as follows:

Monday and Wednesday classes will meet on May 11, May 25, and June 8, 1990
Tuesday and Thursday classes will meet on May 18, June 1 and June 15, 1990

BROWARD COMMUNITY COLLEGE
INSTRUCTIONAL CALENDAR
TERM IIIB, 1989-1990

WEEK	MON	TUE	WED	THU	FRI	SAT.X	DUTY DAYS	CLASS/TEA. DAYS	TOTAL DAYS
June									
1					22*	X	1	0	1
2	25	26	27	28	29	X	5	5	5
July									
3	2	3	4**	5	6	X	4	4	4
4	9	10	11	12	13	X	5	5	5
5	16	17	18	19	20	X	5	5	5
6	23	24	25	26	27	X	5	5	5
7	30	31					2	2	2
August									
7			1	2	3		3	3	3
8	6	7					2	2	2
							32	31	32

* June 22, 1990 Duty day, Non teaching
** July 4, 1990 Independence Day Holiday

Final examinations will be held the last class meeting.

Teaching days by number for both day and evening classes are as follows:

	MON	TUE	WED	THU	FRI	SAT
Day	7	7	5	6	6	6
Evening	7	7	5	6	6	

Alternate Friday classes will meet as follows:

Monday and Wednesday classes will meet on July 6, July 20, and August 3, 1990.

Tuesday and Thursday classes will meet on June 29, July 13, and July 27, 1990.

APPENDIX D-1

HEALTH INSURANCE

The Health Maintenance Organization and the Preferred Provider option shall not be subject to a yearly deductible. The deductible for the indemnity plan shall be $300.

APPENDIX D-2

DENTAL INSURANCE

The Preferred Provider Dental Maintenance Organization option shall not be subject to a deductible or an annual benefit maximum. The alternate dental option shall have a $50 deductible and a $1000 annual benefit maximum.

APPENDIX D-3

DISABILITY INSURANCE

The benefit waiting period for disability insurance shall be 90 calendar days.

Coverage ceases at retirement of the bargaining unit member.

For an employee in the bargaining unit who becomes disabled on or before age 61, benefits will continue until age 65. For employees who become disabled after attaining age 61, duration of benefits shall be as follows:

Attained Age	Duration of Benefits
61	to age 65
62	3 1/2 years
63	3 years
64	2 1/2 years
65	2 years
66	1 3/4 years
67	1 1/2 years
68	1 1/4 years
69 and over	1 year

Maximum monthly benefit shall be $5000.
Minimum monthly benefit shall be $50.

ARTICLE 8

8.0 TERMS OF AGREEMENT

This Agreement shall be in full force and effect from and after the date of ratification by the Faculty and the Board of Trustees. The Agreement shall remain in full force and effect through the last full day of the 1989-90 academic year with the exception that, on the matter of compensation and three other issues chosen by each party, the contract shall be reopened for negotiations.

Such negotiations may be requested no earlier than April 1, 1989 and, upon written request to commence negotiations, the responding party shall contact the other party within 15 days upon receipt of the request in order that mutually agreeable dates and places for negotiations may be agreed upon.

Negotiations for a successor agreement may be requested no earlier than April 1, 1990, and upon written request to commence negotiations, the responding party shall contact the other party within 15 days upon receipt of the request in order that mutually agreeable dates and places for negotiations may be agreed upon.

8.1 Contract Distribution

The Union will receive 400 copies of this Agreement for distribution. Management will receive 200 copies.

This Agreement ratified by the UFF on October 25, 1988.

This Agreement ratified by the Board of Trustees on November 15, 1988.

Broward Community College

Elinor Wilbor
Chairman of the Board

United Faculty of Florida

Maureen S. Dennen
President

President

Vice President

UNITED FACULTY OF FLORIDA
Broward Community College

1000 Coconut Creek Blvd., Pompano Beach, FL 33066

1989 SUPPLEMENT TO FACULTY CONTRACT

TO ALL FACULTY AND FRIENDS: SUMMARY OF CONTRACT AGREEMENT

FROM YOUR UFF BARGAINING TEAM

On Tuesday, August 15, 1989, the UFF and administration bargaining teams reached on agreement on this year's contract. Congratulations to all who worked so hard to make this possible.

Attached are copies of the actual articles in their final wording that make up this year's agreement.

Here is what we accomplished.

Article 2.72 Establishment of a sick leave pool by which Faculty, along with other College employees, can voluntarily donate sick days to a pool to help colleagues who have no more sick leave because of a catastrophic illness or injury. Our guidelines closely follow state statutes that tightly govern the establishment of a sick leave pool.

Article 2.9 Policies and mechanisms outlining Faculty role in certain areas of decision-making in the College. Notice in particular the part of this article dealing with departmental decision-making.

Article 5.2 Tuition reimbursement has been increased to a total of $27,000 available for Faculty (up from $22,000), and now includes Faculty on sabbaticals as eligible for tuition reimbursement. Limited to 18 credits per year rather than two courses per semester.

Article 6.20 Clarified language relating to yearly workload requirements. Our intent was to make summer schedules more uniform and easier to calculate. It limits CONTACT hours to 20 per week, and does not increase any Faculty member's yearly or semester work load. It will have the effect of decreasing somewhat loads in areas where the adjusted credit hour formula has led to Faculty having to teach more than 20 hours per week in the summer.

Also in this article we have guaranteed full-time Faculty the right to have extra-pay teaching courses ahead of adjuncts, if they observe a 30-day deadline for requests. It does not guarantee Faculty their choice of courses. The article also allows for one more extra-pay teaching class in the non-contract summer term, provides compensatory time for counselors and librarians, and allows Faculty to carry over odd hours needed to get a full load but that put people over 15 hours, for example. Or Faculty can continue to get paid for these extra hours at the extra-pay rate.

It also provides for released time for the UFF President.

Article 6.6 Clarifies our "recertification" procedures and the types of activities that count. Also allows for up to three hours reduction of your on-campus hours, with department head approval, if you are working on recertification.

Article 6.7 Establishes guidelines for Faculty to make known to students the hours they will be available for consultation outside of class. It clears up much of the confusion that has existed about office hours. It also puts into the contract the language currently in College policy about weekly on-campus requirements.

Article 8.0 States that we have again agreed to a two-year contract, with money issues and two re-openers chosen by each side only to be a part of next year's negotiations.

ALL OTHER ITEMS IN THE CONTRACT REMAIN INTACT UNLESS REPLACED BY ONE OF THE ABOVE ARTICLES.

Now, for what you all skipped ahead to find out:

MONEY$$$$MONEY$$$$$MONEY$$$$$MONEY$$$$$$$MONEY$$$$$MONEY$$$$$MONEY

Last year's salary schedule will remain in effect. Faculty will now be given credit for outside non-teaching but work-related experience on a 1 to 2 basis (one year credit for two years of full-time employment).

Faculty will move to new columns if years of experience warrant.

Every Faculty member employed prior to this year will receive an across-the-board raise of 5%. This will be done before the steps that follow:

Every Faculty member with tenure will receive a flat amount of $250 which will go onto their base salary. It's a start!

Last year, two groups made sacrifices in order to allow us to implement the salary schedule and guarantee that no Faculty member would receive less than the legislative intent of 7%. Those are the people who either hit 20% caps or salary range maximums. The purpose of a salary schedule is to help bring salaries into better alignment..Those two groups are out of alignment because we couldn't fully implement all of the features of the schedule. To improve things, and to acknowledge the sacrifice those people made, they will be given 62% of the dollar amount difference between their actual salary last year and what their salary would have been with those limitations. That dollar amount will go onto the base salary. Salary range maximums were increased by 12%, with the assurance that no one will hit one this year. Next year we will continue to address the structure of the schedule and the idea of maximums.

FACULTY WILL VOTE ON THE CONTRACT NEXT WEEK.....MONDAY AND TUESDAY.

DETAILS WILL BE ANNOUNCED LATER THIS WEEK.

ARTICLE 2.72

SICK LEAVE POOL

The Administration and the United Faculty of Florida agree to the formation of a sick leave pool effective January 1, 1990. The following procedures shall apply to the use of the sick leave pool.

A. Membership

1. Participation in the pool shall be voluntary at all times.

2. In order to join the pool, a faculty member must have been employed for at least one academic year and have accrued a minimum of eight (8) days of sick leave.

3. Each participant in the pool shall donate two (2) days of accrued sick leave to the pool and have his/her personal sick leave accrual reduced by the same amount.

4. If the sick leave pool becomes depleted, each participating faculty member shall contribute an additional one (1) day of sick leave and have his/her personal sick leave accrual reduced by that amount. The pool shall be considered depleted when the total amount of credits in the pool is thirty (30) days or less. The pool shall not be replenished more than two (2) times in any twelve (12) month period.

B. Utilization of Pool

1. Use of sick leave pool credits is limited to the faculty member's personal illness, accident, or injury.

2. Faculty members must have been absent from scheduled duty days for a minimum of twenty (20) duty days, and must have exhausted all accrued sick and vacation leave before being eligible to apply for sick leave pool credits.

3. A faculty member may apply for a maximum of twenty (20) days credit at any one time. A maximum of forty (40) days may be applied for in any twelve (12) month period by an individual faculty member.

4. Participating faculty members may resign from the pool at any time. Upon resignation from the pool or from the College, all contributions to the pool and rights to receive leave credits from the pool shall be forfeited.

5. Alleged abuse of the pool shall be investigated and on a finding of wrongdoing, the faculty member shall repay all of the sick leave credits wrongfully drawn from the pool. Such abuse shall also subject the faculty member to appropriate disciplinary action.

6. Applications to join the sick leave pool and application for the use of sick leave pool credits shall be made to the Sick Leave Committee. The Committee shall be formed in accordance with Policy 6Hx2-3.08. (See appendix F-1).

7. The committee shall issue an annual report to each participating employee showing the usage of the pool and the current balance of sick leave credits.

8. The Committee shall develop policies and procedures for the operation of the sick leave pool.

5.2 TUITION REIMBURSEMENT

1. The College agrees to provide financial assistance to those unit members who wish to pursue further educational experiences at institutions other than Broward Community College. This assistance shall be provided in the form of tuition reimbursement. Tuition reimbursement may be requested for classes and/or courses that are either job related or taken to meet professional development guidelines. Tuition reimbursement shall be available to all Faculty in tenure-track positions.

2. Tuition reimbursement shall be provided for up to a maximum of 18 credit hours per academic year per Faculty member.

3. The amount of tuition reimbursement per course shall be the actual cost of the course or the in-state tuition rate in the state university system, whichever is lower. Tuition reimbursement is limited to the cost of tuition and laboratory fees only.

4. In order to be eligible for tuition reimbursement, instructional Faculty must receive approval from the Department Head, Dean of Academic Affairs, and Vice President for Academic Affairs prior to enrollment in the course. Faculty in the counseling area must receive prior approval from the Dean of Student Affairs and the Vice President for Student Affairs. Faculty librarians must receive prior approval from the campus Director of Libraries/ Learning Resources and the Vice President for Academic Affairs.

5. In order to receive tuition reimbursement for a completed course, the Faculty member must receive a grade of "C" or better.

6. A Faculty member receiving tuition reimbursement shall sign a promissory note stating that the funds shall be repaid to the College if the Faculty member leaves the College within one year from the date of completion of the course.

7. The total amount of funds available for Faculty tuition reimubrsement shall be $27,000 per academic year. When the number of encumbered funds in this category equals 85% of the total allotted, Faculty members making requests shall be notified in writing that further reimbursement cannot be guaranteed and shall depend on the availability of funds.

8. All approval forms, transcripts, and fee receipts shall be submitted to the Human Resources Department for processing.

2.9 FACULTY ROLE IN COLLEGE DECISION-MAKING

The College and the United Faculty of Florida acknowledge each other's legal prerogatives and recognize the importance of active Faculty participation in College decision-making.

In order to further develop a collegial system of shared governance, the College and the UFF agree to the formation of a joint task force that will review the College's current governance structure. This review will result in recommendations, if needed, for modifications of the current structure or adoption of a new structure. This review will be conducted by a joint task force composed of equal numbers of administrators and Faculty. The administrators will be appointed by the President of the College, and the Faculty by the President of the BCC/UFF Chaper. Recommendations of the task force will be made to the President of the College and the President of the UFF/BCC Chapter.

Full-time Faculty of each department at the College shall meet with their Department Head at least once each major academic term to discuss and review the following:

a. the priorities for allocations within the departmental budget

b. Faculty schedules and the assignment of release time

c. course offerings and the schedule of those offerings

d. the allocation of departmental supplies and secretarial services

e. requests for additional full-time Faculty positions

Where ever possible, major departmental decisions shall be reviewed and discussed with Faculty within that depai tment.

As a continuation of amicable and responsible cooperation at the College, the President of the College and the President of the UFF/BCC Chapter shall meet yearly to consult and coordinate common objectives prior to the state legislative session.

6.20 YEARLY WORK LOAD

The teaching load for full-time instructional Faculty shall be based on the following:

In terms of credit hours, the normal teaching load shall be 15 credit hours each in Terms I and II and 6 credit hours in Term III (either IIIA, IIIB, or by mutual consent, the 12-week summer term). The maximum number of credit hours shall be 36 per contract year.

In terms of contact hours, the minimum shall be 15 and the maximum shall not exceed 20 per week during Term I and Term II, or 20 per week during Term III (either IIIA, IIIB, or by mutual consent, the 12-week summer term). The maximum shall be 60 per contract year.

In classes (laboratories, clinics, studios, etc.) where contact hours exceed credit hours, adjusted credit hours shall be used to determine the normal load. An adjusted credit hour is determined by totaling the number of credit hours per term and contact hours per week based on a full sixteen week semester and dividing by two.

A Faculty member's yearly contract shall be satisfied when one of these maximum values has been reached.

These values are for Faculty on 196-day contracts. For Faculty on 164-day contracts, the values for Terms I and II shall apply. The maximum number of credit hours shall be 30 for the contract year and the maximum number of contact hours shall be 40 for the contract year.

1. Any credit or contact hours that exceed the yearly maximums listed above, but are needed to make a full teaching load, shall be paid at the extra-pay teaching rate, or can be carried over to the next academic year and be used to reduce the normal teaching loads during one of the terms of that academic year. Where the teaching schedule allows, the Faculty member shall decide which of these options shall be used.

2. Dependent on the availability of courses, Faculty members may choose to teach, during their non-contract summer term, up to the equivalent of their full-time summer teaching assignment plus an extra-pay teaching assignment. Unless specified in article 5.16, these courses shall all be paid at the extra-pay teaching rate.

3. Preference for extra-pay teaching assignments for all academic terms shall be given to unit members consistent with the needs of the College. Preference for extra-pay teaching assignments must be indicated in writing at least thirty (30) calendar days prior to the beginning of the course. Preference for extra-pay teaching assignments shall be given only on the campus to which the Faculty member is assigned for the year. In this context, the "needs of the College" include, but are not restricted to:

   a. the qualifications of the Faculty member
   b. recent teaching experience in the subject field
   c. the number of available positions and courses in the subject field

4. A Faculty member may teach a weekend college course as part of his/her required teaching load as long as his/her assigned work week does not exceed five days. Bargaining unit members cannot be required to teach week-end courses as part of their regular teaching assignment unless all alternative course assignments have been exhausted, including courses previously assigned to adjunct Faculty or as extra-pay teaching assignments to other full-time Faculty.

5. At the request of the College, and with the consent of the employee, non-teaching Faculty who have completed the number of days required by their contract may work additional days, such as a second summer term or the period between the end of Term III and the beginning of Term I. The individual shall either be paid a daily rate of pay based on their normal contract length, or compensatory time may be accrued and used during periods mutually agreed upon by the individual and the College.

6. The President of the BCC/UFF Chapter shall receive the equivalent of one three-credit hour course of reassigned time in Term I, in Term II, and in Term III.

6.6 PROFESSIONAL DEVELOPMENT

The Administration and the United Faculty of Florida acknowledge that professional growth is important, should be encouraged and should be an integral component of a Faculty member's successful annual evaluation.

To fulfill this, a Faculty member shall submit and complete a professional development plan according to the following guidelines:

Within each seven year period, starting from the initial date of employment in a tenure-track position, the Faculty member shall complete six hours of graduate study or nine hours of undergraduate study in his/her discipline field, or an equivalent educational experience, or a combination of the preceding. Coursework and/or equivalent educational experience should update or improve one's ability to function effectively in the discipline area.

Equivalent educational experience may include, but is not limited to:

1. authoring publications such as journal articles or books
2. editing journal articles, books, or professional works
3. attending or participating in a professional workshop
4. presenting a paper at a professional conference
5. obtaining continuing education credits
6. maintaining licenses or certification in specialized areas
7. exhibiting in a professional gallery or its equivalent, featuring a significant number of recent creative works
8. directing or participating in a performance or recital
9. obtaining work/field experience in areas where graduate courses are not available
10. designing or constructing education equipment that advances the state of the art

With the exception of graduate coursework in the discipline area, the other mechanisms for fulfulling the professional growth plan should be developed and tentatively approved by the Faculty member's immediate supervisor, Dean of Academic Affairs, and Vice President for Academic Affairs.

Since professional development is a part of a Faculty member's professional responsibility, a maximum of three (3) hours of the Faculty member's on campus weekly schedule may be used for the purpose of carrying out the Professional Development Plan subject to the approval of the Department Head.

6.7 POSTING OF OFFICE HOURS

At the beginning of each term, each Faculty member shall file with his/her supervisor a typical weekly schedule showing a minimum of fifteen (15) instructional contact hours and up to twenty (20) hours in other Faculty responsbilities. A normal weekly schedule shall reflect the required thirty (30) hours per week on campus with a minimum of four (4) hours per day.

It is the responsibility of the supervisor to provide the Faculty member with the appropriate form for filing this schedule by the end of the first week of classes of each term.

In order to keep students informed of Faculty availability for consultations outside of class hours, each Faculty member shall make available in writing and post in a location readily available to students the hours he/she will be available each week for such consultations.

8.0 TERMS OF AGREEMENT

This agreement shall be in full force and effect from and after the date of ratification by the Faculty and the Board of Trustees. The Agreement shall remain in full force and effect through the last full day of the 1990-91 academic year with the exception that, on the matter of compensation, any legislative mandated issue, and two other issues chosen by each party, the contract shall be reopened for negotiations.

Such negotiations may be requested no earlier than April 1, 1990 and , upon written request, to commence negotiations, the responding party shall contact the other party within 15 days upon receipt of the request in order that mutually agreeable dates and places for negotiations may be agreed upon.

Negotiations for a successor agreement may be requested no earlier than April 1, 1991, and upon written request to commence negotiations, the responding party shall contact the other party within 15 days upon receipt of the request in order that mutually agreeable dates and places for negotiations may be agreed upon.

5.01 FACULTY SALARIES

A. Minimum salaries for each rank shall be paid according to the salary schedule agreed upon in the 1988-89 collective bargaining agreement. Faculty salaries shall be adjusted for those Faculty who move to a new column and are entitled to an increase based on their years of experience.

B. Years of experience shall include full-time employment at BCC as a Faculty member or an Administrator on an equal basis PLUS previous experience credited by the College Administration at the determination of starting salary. The number of years of outside experience credited shall not exceed ten (10).

Faculty members hired prior to or during the 1980-81 academic year shall be credited with the experience that was credited and verified under the rules that were in effect at the time of their employment. Such credit will be presumed to be correct and shall not be subject to reevaluation.

Faculty members hired subsequent to the 1980-81 academic year shall be credited with outside experience based on the following criteria:

1. Full-time teaching or educational administrative experience at any level will be credited on a one year for one year basis.

2. Full-time work experience in industry or government directly relevant to the Faculty member's discipline shall be credited on the basis of two years of work experience for one year of credit.

3. No credit shall be given for part-time teaching or part-time work experience.

C. At the beginning of the 1989-90 academic year, the following adjustments shall be made:

1. All Faculty employed full-time prior to the beginning of the 1989-90 academic year shall have their base salary increased by 5.0%.

2. All tenured Faculty shall receive an increase to their base salary of $250 at the beginning of the 1989-90 academic year.

3. For Faculty affected by the 20% maximum salary increase implemented in the 1988-89 agreement, those Faculty members' salaries shall be adjusted by adding 62% of the difference between their 1988-89 salary and the amount the salary would have been had the 20% maximum not been present. This dollar amount shall be added to the base salary.

4. For Faculty affected by the salary maximums in the 1988-89 agreement, those Faculty members' salaries shall be adjusted by adding 62% of the difference between their 1988-89 salary and the amount the salary would have been had the salary range maximums not been present. This dollar amount shall be added to the base salary.

D. The salary range maximums are:

Rank I	$48,900	Rank II	$44,000
Rank II + 48	46,500	Rank III + 18	39,950
Rank II + 36	45,850	Rank III + 12	39,750
Rank II + 24	45,200	Rank III	39,100
Rank II + 12	44,600		

2.21 APPOINTMENT AND TENURE

The Board agrees not to change College Policy 6Hx2-4.14 during the term of this agreement.

TITLE: FACULTY APPOINTMENT AND TENURE	NUMBER: 6Hx2-4.14
LEGAL AUTHORITY: FS 240.335(1)(a) SBE 6A-14.0247,FAC FS 229,053(1) SBE 6A-14.0262 SBE 6A-14.041 FS 240.339 SBE 6A-14.0411 SBE 6A-14.0412	PAGE: 1 of 6

All initial full-time Faculty appointments shall be in a form approved by the State Commissioner of Education, and shall specify in writing the appointment date, the expiration date, the salary, and one of the two tracks.

Non-Tenure Track Faculty Appointments

Full-time Faculty appointments may be made with service not counted toward tenure. Such non-tenure track appointments shall be limited to:

A. replacement of Faculty on leave
B. appointment pending initiation or completion of the search/screening process.

Non-tenure track appointments shall expire automatically at the completion of the appointment.

Tenure Track Appointments

All full-time tenure-track Faculty members shall serve a probationary period of three consecutive years. The probationary period may be extended for one year. Written notice of the extension shall be given no later than the start of the third year of employment.

During the probationary period, the Faculty member shall be on annual contract, on a year-to-year basis. Such annual contract shall not create the expectancy of employment beyond the term of the contract nor shall non-renewal of the annual contract entitle the Faculty member to a hearing or the reasons for non renewal.

An appointment by the Faculty may be terminated during the probationary period by written notice of the Administration not to reappoint or by written notice of the Faculty member not to return. Written notice to terminate the Faculty member's contract during the probationary period shall be given by the College Administration as follows:

1) no later than April 1 of the first academic year of employmert,

AGENDA ITEM 10

NOV 15 1988

REFERENCES:
Historical - Revised 11/15/88

ENCLOSURE 2

Approved By District Board of Trustees	Authenticated By President Signature:
Date:	Date: 85

TITLE: FACULTY APPOINTMENT AND TENURE	NUMBER: 6Hx2-4.14
LEGAL AUTHORITY: FS 240.335(1)(a) SBE 6A-14.0247,FAC FS 229,053(1) SBE 6A-14.0262 SBE 6A-14.041 FS 240.339 SBE 6A-14.0411 SBE 6A-14.0412	PAGE: 2 of 6

2) no later than January 15 of the second academic year,
3) no later than the start of the third year of employment,
4) no later than the start of the fourth year of employment, if probation has been extended.

Tenure is granted by the Board of Trustees upon the recommendation of the President. A written contract shall grant tenure effective at the beginning of the following academic year. Faculty tenure shall continue until death, resignation, retirement because of age or disability, termination for just cause, or invocation of Article 2.4 of the Faculty contract. Tenure is restored upon recall as provided by Article 2.4.

If the Faculty member moves to a position that does not have Faculty status, the Faculty member may request administrative leave from the tenured position.

Termination of a Faculty Member's Contract

A full-time Faculty member's contract may be terminated or suspended for just cause by the District Board of Trustees upon recommendation of the President of the College provided that the procedures described herein are followed.

When charges arise that may lead to the termination of a Faculty member's contract, the appropriate administrative officer(s) should ordinarily meet with the Faculty member to discuss the issues. The Faculty member shall be given five working days advance notice of the meeting. The notice shall include the exact time and location of the conference, the topic(s), and the right of the Faculty member to have a representative at the meeting. If the matter is not resolved at this point, the appropriate administrative official(s) may make a recommendation for further action to the College President.

Commencement of Formal Proceedings

In order to initiate formal proceedings under this section, the College President, or his/her designee, shall deliver (by hand delivery or certified mail) a statement of the grounds for the

AGENDA ITEM 10

REFERENCES: Historical - Revised 11/15/88	NOV 15 1988
	ENCLOSURE 2
Approved By District Board of Trustees Date:	Authenticated By President Signature: Date:

TITLE: FACULTY APPOINTMENT AND TENURE	NUMBER: 6Hx2-4.14
LEGAL AUTHORITY: FS 240.335(1)(a) SBE 6A-14.0247,FAC FS 229,053(1) SBE 6A-14.0262 SBE 6A-14.041 FS 240.339 SBE 6A-14.0411 SBE 6A-14.0412	PAGE: 3 of 6

proposed action to the Faculty member and to the Board of Trustees. Such statement of the charges shall also inform the Faculty member of his/her right to request a hearing before the Board of Trustees or before an independent Hearing Officer.

Suspension During Proceedings

When the above-described charges are made against a Faculty member, the Board may suspend the Faculty member pending a speedy, informal hearing before the Board, if such a hearing is requested by the Faculty member. The Board, at such an informal hearing, shall determine whether the employee shall be suspended and, in cases of suspension, shall determine whether the suspension shall be with or without pay. If the charges are not sustained upon final hearing, the Faculty member shall be immediately reinstated and withheld salary, if any, shall be paid.

Response to Charges

Within fifteen (15) working days from the receipt of the statement of the charges, the Faculty member shall deliver (by hand delivery or certified mail) to the President of the College and to the Board of Trustees a reply to each charge. The Faculty member shall also indicate in his/her response whether he/she is requesting a hearing before the Board or before a Hearing Officer.

Consideration by the District Board of Trustees

If no hearing is requested, the Board shall consider the statement of charges, the response (if any), the evidence adduced at the informal hearing (if any), and any additional evidence the Faculty member may wish to present, in determining whether to sustain the charges. The Board shall permit the parties to submit briefs prior to the final decision. The Board's final decision shall be in writing, and shall address all the charges brought against the Faculty member. Any decision adverse to the Faculty member shall be made by a majority of the full membership of the Board. A copy of the Board's final decision shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

AGENDA ITEM 10

REFERENCES:
Historical - Revised 11/15/88

NOV 15 1988

ENCLOSURE 2

Approved By District Board of Trustees	Authenticated By President Signature:
Date:	Date:

TITLE: FACULTY APPOINTMENT AND TENURE	NUMBER: 6Hx2-4.14
LEGAL AUTHORITY: FS 240.335(1)(a) SBE 6A-14.0247,FAC FS 229,053(1) SBE 6A-14.0262 SBE 6A-14.041 FS 240.339 SBE 6A-14.0411 SBE 6A-14.0412	PAGE: 4 of 6

The Hearing Officer

If the Faculty member requests a hearing before a Hearing Officer, the selection of the Hearing Officer shall be made by the following process:

1) The Hearing Officer may be a person mutually selected by the College and the Faculty member.
2) If the parties cannot agree on the selection of a Hearing Officer, it is agreed that the Federal Mediation and Conciliation Service shall be contacted to provide a panel of prospective Hearing Officers.
3) Either party may reject the first panel submitted by the Federal Mediation and Conciliation Service and request a second panel.
4) The Hearing Officer shall be selected from the panel by alternate striking.

If the Faculty member requests a hearing before a Hearing Officer, the parties shall be given at least fifteen (15) working days notice of the hearing date. The parties may be represented by counsel at the hearing, but such representation is not required. At the hearing, the parties shall have the opportunity to present witnesses and documentary evidence, and to cross-examine witnesses. The parties may make an opening statement. The Florida Rules of Evidence shall be used as a guide in determining the admissibility of evidence, but shall not be strictly applied in proceedings under this section. The evidentiary hearing shall be recorded by a court reporter or recording device as agreed by both parties. At the conclusion of the hearing, either party may waive the making of a closing statement and may instead file a post-hearing brief. The Hearing Officer shall determine the time period within which any brief shall be served. However, any party submitting a brief shall have at least ten (10) working days within which to mail his/her brief.

The Hearing Officer's recommendation shall be in writing and shall address all the charges set forth in the statement of charges. A copy of the Hearing Officer's recommendation shall be

AGENDA ITEM 10

REFERENCES: Historical - Revised 11/15/88	NOV 15 1988 ENCLOSURE 2
Approved By District Board of Trustees Date:	Authenticated By President Signature: 88 Date:

TITLE: FACULTY APPOINTMENT AND TENURE	NUMBER: 6Hx2-4.14
LEGAL AUTHORITY: FS 240.335(1)(a) SBE 6A-14.0247,FAC FS 229,053(1) SBE 6A-14.0262 SBE 6A-14.041 FS 240.339 SBE 6A-14.0411 SBE 6A-14.0412	PAGE: 5 of 6

delivered (by hand delivery or certified mail) to each party and to each party's representative.

The Board shall review the charges, the evidence, and the recommendation of the Hearing Officer. The Board shall hold a public meeting to have such a review and shall provide the Faculty member with the opportunity to be heard at that meeting prior to making a final decision.

The Board's final decision shall be by majority vote of the full membership of the Board, shall be in writing, and shall address all the charges brought against the Faculty member. A copy of the Board's final decision shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

Hearing Before the Board of Trustees

If the Faculty member requests a hearing before the Board, the parties shall be given at least fifteen (15) working days notice of the hearing date. The parties may be represented by counsel at the hearing, but such representation is not required. At the hearing, the parties shall have an opportunity to present witnesses and documentary evidence, and to cross-examine witnesses. The parties may make an opening statement. The Florida Rules of Evidence shall be used as a guide in determining the admissibility of evidence, but shall not be strictly applied in proceedings under this section. The evidentiary hearing shall be recorded by a court reporter or recording device as determined by agreement of both parties. At the conclusion of the hearing, either party may waive the making of a closing statement and may instead file a post-hearing brief. The Board shall determine the time period within which any such brief shall be served. However, any party submitting a brief shall have at least ten (10) working days within which to mail his/her brief.

The Board's final decision shall be by majority vote of the full membership of the Board, shall be in writing, and shall address all the charges brought against the Faculty member. A copy of the Board's final decision shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

AGENDA ITEM 10

NOV 15 1988

REFERENCES:
Historical - Revised 11/15/88

ENCLOSURE 2

Approved By District Board of Trustees	Authenticated By President Signature:
Date:	Date:

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The final decision by the Board of Trustees shall not be subject to the grievance and arbitration procedure (Article 2.3 of the Faculty contract).

AGENDA ITEM 10

NOV 15 1988

REFERENCES:
Historical - Revised 11/15/88

ENCLOSURE 2

Approved By District Board of Trustees	Authenticated By President Signature:
Date:	Date: 90

AGREEMENT

BETWEEN THE

INDIAN RIVER COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

AND THE

INDIAN RIVER COMMUNITY COLLEGE CHAPTER

OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

August 1, 1989 - July 31, 1990

PREAMBLE

This contract is made and entered into the 1st day of August, 1989, by and between the District Board of Trustees of Indian River Community College, hereinafter called the Board, and the Indian River Community College Chapter of the American Association of University Professors, hereinafter called the Chapter, and has as its purpose the promotion of harmonious relations between the Board and the Chapter; the furtherance of quality education by maintaining a high standard of academic excellence and efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of grievances without interruption of work and interference with the efficient operation of the College; the establishment of a formal understanding relative to conditions of employment; and the improvement of services to the community.

ARTICLE I

Purpose of Indian River Community College

Indian River Community College is a comprehensive community college dedicated to meeting the educational needs of the citizens of St. Lucie, Martin, Indian River, and Okeechobee counties. Indian River Community College promotes college transfer programs, job skill training, comprehensive student services, lifelong learning, developmental studies, personal enrichment, and community involvement.

The Faculty, Administration, and Board are dedicated to this purpose and to promoting the educational, cultural, and economic advantages of attending Indian River Community College.

The Chapter will cooperate in actively promoting the goals and purpose of IRCC.

ARTICLE II

Recognition

Section 1. The Board recognizes the Chapter as the exclusive bargaining representative for all full-time faculty, which include counselors and librarians and exclude administrators, support employees, and others. If titles are created during the life of this contract that are not listed above, the parties will meet and attempt to agree on the inclusion of the new titles.

Section 2. The Board will not, during the life of the contract, meet and negotiate or meet and confer, relative to terms and conditions of employment, with any member of the faculty or group of faculty who is covered by this contract, except through the exclusive bargaining representative.

ARTICLE III

Strikes and Lockouts

Section 1. Lockouts. No lockout of any faculty member shall be instituted by the Board during the term of this contract.

Section 2. Strikes. Because strikes by public employees are illegal in the State of Florida, no strike of any kind, as defined in Florida Statutes, shall be engaged in, sanctioned, or supported by the Chapter, its officers, or agents. In the event the Board alleges that any members of the faculty are engaged in a strike, the Chapter will, upon written notification, immediately notify such members of the faculty in writing of the allegation and the implications of a strike.

ARTICLE IV

Dues Deduction

Section 1. Checkoff. The Board agrees to cooperate with the Chapter in facilitating the deduction of membership dues established by the Chapter, from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty shall be remitted together with an itemized statement to the Chapter office no later than 15 days following the end of each payroll period.

Section 2. Indemnity. The Chapter agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the College by any faculty member as a result of any action taken in accordance with the provisions of Article IV Section 1.

ARTICLE V

Non-Discrimination

Section 1. Equal Application. The provisions of this contract shall be applied equally to all full-time faculty in the bargaining unit without discrimination as to race, creed, religion, national origin, age, sex, marital status, handicap, or Chapter membership.

Section 2. Board Responsibility. The Board accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons, regardless of race, creed, religion, national origin, age, sex, marital status, or handicap. The Board will not interfere with the rights of the faculty to become or not to become members of the Chapter; and there shall be no discrimination or interference, restraint, or coercion by the Board representative against

any faculty because of Chapter membership or nonmembership or because of any faculty member's activity in an official capacity on behalf of the Chapter if that activity is in accordance with the provisions of this contract.

Section 3. Chapter Responsibility. The Chapter accepts its responsibility as exclusive bargaining representative and agrees to represent all faculty in the bargaining unit without discrimination as to race, creed, religion, national origin, age, sex, marital status, or handicap. The Chapter and its officers agree that it will not restrain members of the bargaining unit from becoming members of the Chapter and will not coerce them to become members.

ARTICLE VI

Past Practices

The parties agree to continue in effect all practices of the Board and Administration, as stated in the current full-time Faculty Handbook, concerning terms and conditions of employment (wages, salaries, hours, vacation, sick leave, personal leave, academic freedom, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, fringe benefits, extended professional leave), provided that such practices are not in conflict with the provisions of this contract. In the event of such a conflict, the terms of this contract shall be controlling.

Whereas the current full-time Faculty Handbook is a part of the contract, any revisions in the Handbook must be made by agreement between the Board and the Chapter.

As used in this contract, the term "past practices" refers to those

practices defined in the Guidelines and Procedures of the College. based upon written rules of the College Administration and of the District Board of Trustees.

ARTICLE VII

Chapter Rights

Section 1. Communications. Copies of all communications distributed generally to the faculty by an administrator shall be supplied to the Chapter at the same time. The Chapter shall designate its address for this purpose.

Section 2. Use of Facilities. The Chapter and its representatives shall have, upon advance request, the right to use the College facilities for meetings if those facilities are available.

Section 3. Transaction of Business. Authorized representatives of the Chapter shall be permitted to transact official Chapter business on College premises provided that this activity shall not interfere with or interrupt the operation of the College.

Section 4. Bulletin Boards. The Chapter shall have the right to post announcements and notices of its activities and concerns on a faculty bulletin board to be located near the campus post office. The Chapter may use the College distribution service and faculty mailboxes for communications to the faculty.

Section 5. Office Space. An office for the exclusive use of the Chapter shall be furnished by the Board.

Section 6. Time for Chapter Meetings. The Administration will attempt to ensure that no member of the bargaining unit is assigned duties during activity period.

Section 7. Supplying Information. Upon request, the Administration agrees to provide the Chapter, within fifteen working days, available information concerning the professional staffing and financial resources of the College, registry of professional personnel, the budget, agendas and minutes of Board meetings, faculty names and addresses, and position on the salary schedule of all members in the bargaining unit.

Section 8. Administration of Contract. The Board agrees that the Chapter representatives be allowed time during the official working day to investigate and process grievances and confer with the College President or his designee concerning the provisions and application of this contract, provided that such time does not interfere with assigned professional duties.

Section 9. Certification of Chapter Representatives. The Chapter president and other elected officials who may represent the faculty in administering this contract shall be certified in writing to the Board by the Chapter president. The Board designees responsible for administration of this contract shall be certified to the Chapter in writing.

Section 10. Released Time for President. The Chapter president shall be credited with six semester hours toward the full-time teaching load for each of the Fall and Spring semesters and three semester hours toward the Summer Semester.

Section 11. Released Time for Bargaining Team. Each of the officially designated teaching-faculty members of the bargaining team for the Chapter shall be credited three semester hours toward the full-time teaching load during the semesters of formal negotiation. Release time for teaching-faculty will be considered as part of their required teaching

load and will therefore count toward calculation of overload pay. Non-teaching faculty members shall be credited with a maximum of six (6) clock hours release time per week during summer semesters and three (3) clock hours per week release time during other semesters of formal negotiation. If the Chapter president is a member of the bargaining team, he will receive no additional released time.

ARTICLE VIII

Reservation of Rights of the Board

Subject to the provisions of this contract, the Board of Trustees and the President reserve and retain full rights, authority, and discretion (in the proper discharge of the duties and responsibilities) to control, supervise, and manage the College and its professional staff; to determine and administer educational policy; to operate the College and to direct the professional staff; and otherwise to retain all rights, authority, and discretion which are exclusively vested in the Board of Trustees or the President under governing law, ordinances, rules, and regulations as set forth in the Constitution and laws of the State of Florida and of the United States.

ARTICLE IX

Legal Counsel

In accordance with Florida Statutes, the Board agrees to furnish legal counsel to any faculty member requiring it because of legal actions brought because of his official duties.

ARTICLE X

Contractual Conditions of Employment

Section 1. Contracts. The Chapter agrees to annual instructional

contracts for a period of ten months or 200 service days. Options are ten plus one month, or 220 service days; and ten plus two months, or 240 service days. Contracts of other durations may be entered into by mutual consent. Additional Summer Term contracts may also be entered into by mutual consent.

Contracts for instructional personnel hired after the beginning of the Fall Term will be pro-rated based on the number of service days to be actually served in comparison to the total service days for each particular type of contract. The compensation will be similarly pro-rated based on the professional rank of the instructor involved. Subsequent annual contracts will bear the same beginning and ending dates as all other similar contracts.

Section 2. Service Days. Employment of professional personnel at IRCC shall be consistent with Florida State Statutes, Department of Education Rules, and Rules of the District Board of Trustees. Twenty (20) service days are equivalent to one month of service. A service day is defined as any day in which an employee has contractual responsibilities. (See Article X Section 3.)

Section 3. Responsibilities. A full-time faculty member will be responsible for forty hours per week, which shall include, but not be limited to, the following activities, on or off campus: classroom periods; office periods; standing and ad hoc committee meetings; student advisement; student conferences; student evaluations; student reports; examination periods; preparation of federal, state, and local reports; intra-campus communications; faculty meetings; departmental meetings; community-related clubs or organizations which require the direct need of

a faculty person; guest-speaking to organizations and/or educational institutions within the district served by the College; travel time to and from off-campus sites; classroom preparation; continued professional study in one's discipline (after approval of such study and its relationship to the discipline by a College administrator); securing typing, duplicating, and printing services; inter-campus communications; ordering audio-visual programs; learning-center acquisition selections; curriculum review and improvement; textbook evaluation and selection; supplies requisitioning and inventory control; and other professional activities.

Section 4. Instructional Responsibilities. The normal instructional credit-hour teaching load shall consist of fifteen (15) to seventeen (17) credit hours or their equivalent for the Fall and Spring semesters. The Summer teaching load will be from three (3) to six (6) credit hours per term. Total credit-hour teaching load per academic year will be no more than thirty-seven (37) per instructor, before entering overload status. During the Summer term no full-time faculty member will be assigned more than two contact periods, as defined as the time which meets the criteria set forth by the Florida Department of Education.

Section 5. Laboratory Courses. All courses that are determined by the Administration to be laboratory courses will be allotted the equivalent of one (1) credit hour for each two (2) laboratory hours. A laboratory hour is a fifty-minute period in which a student uses instruments and materials that cannot be used without proper supervision and special facilities.

Section 6. Night Classes. With the exception of courses specifically operated at night, no faculty member will be required to work

more than two nights per week per semester without his consent. No faculty member will be assigned a tenth-period (as defined in the current course schedule) followed by a first-period (as defined in the current course schedule) the next day without his consent.

Section 7. Compensating Assignments. In the event that a full-time faculty member's regularly scheduled classes fail to meet the necessary enrollment, the faculty member shall be consulted and assigned a compensating assignment from unassigned courses in the areas of the instructor's certification, or some other professional assignment as designated by the Dean of Instruction.

Section 8. Off-Campus Service. As a part of their regular services, faculty members may be assigned classes in off-campus sites in the district served by the college. With the exception of classes specifically designated as night programs by the Administration, instructors shall teach at only one off-campus site per day without their consent. At no time shall a member be required to teach at two different sites, including the main campus, on the same night without his consent. With the exception of specific night programs, faculty members shall teach at a maximum of two off-campus sites per semester, unless it is otherwise agreed.

Section 9. Committee Membership. Every faculty member is expected to serve on at least one committee but no more than two committees, unless the faculty member agrees to any additional assignments. In the event of a special committee assignment in addition to the prior two committee assignments, the faculty member will be released from one of the two previously assigned committees. This section applies to membership on

standing and ad hoc committees of the faculty as well as the Executive Council of the AAUP and Promotions Committee. The Chapter president and the Executive Council members will serve only on the Executive Council and shall not be assigned further committee assignments unless a Council member requests additional committee assignments.

One exception to the above restrictions on committee assignments for faculty members and the Chapter president is applicable. This concerns those instances when campus-wide participation of all groups of employees is required, such as the Southern Association of Colleges and Schools self-study, or other accreditation/accountability procedures that are mandated.

Section 10. Substitute Instruction. Substitute instruction, when performed by a full-time faculty member upon assignment by the President or his representative, shall be with the consent of the substituting instructor. All substituting shall be paid on a pro-rated overload basis, computed by using the current Faculty Salary Schedule based on professional rank.

Section 11. Short Term Contracts. When faculty members are requested to accept, and do accept, a Second Summer Term-teaching assignment, compensation will be paid at overload rates.

ARTICLE XI

Salaries

For the academic year 1989-90, the following salary schedule will be in effect:

INDIAN RIVER COMMUNITY COLLEGE

1989-90 FACULTY SALARY SCHEDULE FOR TEN MONTH CONTRACTS

STEP	INSTRUCTORS	MASTER INSTRUCTORS	ASSISTANT PROFESSORS	ASSOCIATE PROFESSORS	PROFESSORS
Beginning	$26,830	$29,200	$31,580	$36,190	$40,930
After 1 year	$28,090	$30,460	$32,840	$37,440	$42,200
After 2 years	$29,340	$31,720	$34,080	$38,700	$43,460
After 3 years	$30,460	$32,840	$35,210	$39,810	$44,580
After 4 years	$31,580	$33,960	$36,190	$40,930	$45,690
After 5 years	$32,560	$34,930	$37,310	$41,900	$46,660
After 6 years	$33,250	$35,630	$38,010	$42,770	$47,370
After 7 years	$34,000	$36,320	$38,700	$43,460	$48,190
After 8 years	$34,790	$37,170	$39,410	$44,150	$48,900
After 9 years	$35,350	$37,720	$40,100	$44,850	$49,460

An additional lump sum payment of 1.0% of the base salary will be paid on December 21, 1989.

For ten-plus-one-month contracts, add one-tenth of the appropriate amount above.

For ten-plus-two-month contracts, add two-tenths of the appropriate amount above.

The Special Payment Schedule for 1989-90 is as follows:

Department Chairmen	$1,770
Major Sports-Head Coaches	$2,730
Assistant Coaches and Minor Sports Coaches	$1,790
Intramurals	$1,510
Cheerleader Sponsor	$1,510
Gordon Rule Specialist	$1,770

Overloads

Full-time faculty may be asked, but not required, to teach credit classes beyond the maximum credit-hour assignment, as defined in Article X, Section 4.

Overloads that are paid for at the end of Fall and Spring terms will not count toward the maximum teaching load of thirty-seven (37) credit hours for the academic year.

Full-time faculty members with overloads will be paid for the academic year 1989-90 at the following rates, per credit hour:

Professor	$570.00
Associate Professor	$545.00
Assistant Professor	$500.00
Master Instructor	$460.00
Instructor	$400.00

Non-credit teaching, if not part of assigned load, shall be paid to full-time faculty as follows:

RANK	SCHEDULE
Professor	$18.00 per hour
Associate Professor	$17.00 per hour
Assistant Professor	$16.25 per hour
Master Instructor	$15.25 per hour
Instructor	$14.00 per hour

ARTICLE XII

Provisions for Bargaining Unit Members

Not Eligible for Continuing Contract

A member of the bargaining unit whose employment status is under Local, State or Federal Grant, contract, or award is not eligible for continuing contract status but is entitled to all benefits of faculty membership and employment; however, the individual's contract will supersede all provisions of this contract where a conflict exists.

ARTICLE XIII

Leave of Absence

During the term of this contract, the Board agrees to continue the provisions for leave of absence with pay and leave of absence without pay, as presented in the current full-time Faculty Handbook.

ARTICLE XIV

Employment Contracts and Certification

During the term of this contract, the Board agrees to continue the provisions as stated in the current full-time Faculty Handbook.

ARTICLE XV

Faculty Rank and Promotion

Section 1. Minimum Eligibility Criteria. The following minimum criteria must be met if a faculty member is to be considered eligible for employment or promotion to a specific rank. Satisfaction of the criteria does not guarantee such employment or promotion; it is simply the minimum required for eligibility. A faculty member, after completion of two years at IRCC, may present to the Dean of Instruction a written request for promotion.

Instructor: Earned Bachelor's degree plus 10 quarter hours or 6 semester hours of graduate course work, plus three years' experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus five years' experience in the field of specialization, or the equivalent qualifications.

Master Instructor: Earned Master's degree plus one year of experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus 15 quarter hours or 9 semester hours of additional graduate course work, plus five years' experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus ten years' experience in the field of specialization.

Assistant Professor: Earned Master's degree plus 30 quarter hours or 18 semester hours of additional graduate course work, with no experience necessary, or the equivalent qualifications.

or

Earned Master's degree plus 15 quarter hours or 9 semester hours of additional course work, plus two years' experience in the field, or the equivalent qualifications.

or

Earned Master's degree plus five years' teaching experience in the field of specialization, or the equivalent qualifications.

Associate Professor: Earned Master's degree plus 50 quarter hours or 30 semester hours of additional graduate course work or admission to candidacy in a recognized doctoral program at an accredited institution, plus five years in the field of specialization.

Full Professor: Earned Doctorate.

Section 2. Promotion to Assistant Professor upon Reception of Tenure. Upon gaining tenure, a teacher who is employed at the Instructor or Master Instructor level and is qualified for the rank of Assistant Professor shall be promoted to Assistant Professor. Candidates for this promotion must follow the same procedure followed

by all other applicants for promotion, including a letter of intent to the Dean of Instruction and submission of appropriate documents to the Promotions Committee.

Section 3. Deadline for Promotion Applications. The deadline for filing an application with the Dean of Instruction for consideration for the following contract year is December 1.

Section 4. Promotions Committee. The Promotions Committee consists of three full professors elected annually by the Chapter. Promotions Committee members will not be required to serve on any other regular committee during their tenure on the Promotions Committee. The committee will have full access to student evaluations, self-evaluations, and written evaluations of the applicants made by their division directors. The committee will review each request for promotion, decide whether the applicant meets the minimum eligibility criteria, consider all available materials to formulate recommedations on promotions, and report its recommendations to the President of the College and to the applicant.

ARTICLE XVI

Transfers, Abolishment of Positions, Reduction in Force

Section 1. Transfers. Notice of full-time vacancies in the College shall be made known to the faculty and the Chapter. Faculty who are applicants to fill such vacancies shall be considered in filling the vacancies. If accepted, an individual shall retain all rights and privileges as provided by Florida Statutes and State Board Rules.

Section 2. Layoff Procedures. In the event that it is necessary

to lay off faculty either because a program has been discontinued or because of financial exigency, the following procedure shall be employed:

Step 1. The College President, or his designee, shall call a meeting between representatives of the Administration and of the Chapter to discuss potential solutions to the problem of unneeded personnel in a particular program or department. If possible, an individual to be laid off will be placed in any vacancy for which he is qualified.

Step 2. If Step 1 does not produce a satisfactory solution to the problem of unneeded personnel, adjunct faculty in any field in which the unneeded faculty are legally certified to teach shall be dismissed in favor of the unneeded faculty.

Step 3. If Steps 1 and 2 fail to solve the problem of unneeded faculty, layoffs in a particular program or department shall be in order of seniority with the most recently hired faculty being laid off first.

A. A faculty member on continuing contract who is scheduled for layoff may, if legally qualified, take the position of a noncontinuing-contract member anywhere in the College.

B. Notice of layoff shall be as follows:

1. A noncontinuing-contract faculty member who is to be laid off because of financial exigency shall receive notice, by April 1, that his contract may not be renewed.

2. A continuing-contract faculty member who is to be laid off because of discontinuation of program shall receive

twelve (12) months' notice. A continuing-contract faculty member who is to be laid off because of financial exigency shall receive notice, by April 1, or as provided by law.

3. A continuing-contract faculty member who is to be laid off shall receive a one-year sabbatical to enable him either to increase his skills or to train for a new field.

For a period of twelve (12) months, the person on sabbatical is to receive monthly remuneration of 50 percent of the monthly salary which would be paid to him if he were not laid off. The number of such sabbaticals granted per year shall not exceed four percent of the total number of certified full-time faculty employed by the College.

If the number of applicants for sabbaticals exceeds the number of sabbaticals available, sabbaticals will be awarded on the basis of seniority in the College.

Section 3. Recall Procedure. Faculty members who have continuing-contract status shall have recall rights for three (3) years for any available academic position. Recall shall be in inverse order of layoff.

ARTICLE XVII

Holidays

The academic calendar will provide that no faculty will be scheduled to work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Veterans Day. When any of the above holidays falls on Saturday, the

preceding Friday shall be the holiday. When any of the above holidays falls on Sunday, the following Monday shall be the holiday. Any member of the faculty who observes religious holidays on days which do not fall on a Sunday or a legal holiday shall be entitled to such days off from his employment for such observance. However, he shall file, with the Dean of Instruction, appropriate documents for such leave, which shall be deducted from the balance of his sick leave days.

ARTICLE XVIII

Fringe Benefits

During the term of this contract, the Board agrees to provide fringe benefits to the faculty which include the following: life, accident, and accidental death insurance; health insurance; long-term disability insurance; unemployment compensation insurance; worker's compensation insurance; sick leave pool; retirement system; indemnification of court-assessed damages against employees; reimbursement of tuition and fees for educational experiences approved (in advance) by the Administration and taken at accredited institutions; reserved parking spaces; free admission to athletic events; and swimming pool privileges. The Chapter will be notified of and involved in the consideration of any substantive changes to be made in the contractual agreements concerning benefits (for example, insurance programs) as they pertain to the faculty.

ARTICLE XIX

Rights of the Faculty

Section 1. Academic Freedom. The Chapter subscribes to the AAUP 1940 Statement of Principles and the Interpretive Comments of 1940 and

1970, which point out the following: (1) the faculty member is entitled to reasonable freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject; and (2) the faculty member is a citizen, a member of a learned profession, and an employee of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning and as an educational employee, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not a spokesman of the institution.

Section 2. Citizenship. The faculty shall be entitled to full rights of citizenship and shall claim all rights permitted to it by law.

Section 3. Confidentiality. The faculty shall not be expected to disclose information given to it in confidence regarding students unless required to do so by law.

Section 4. Board Policies. Each faculty member shall be given a copy of the current contract and current full-time Faculty Handbook, and will not be held accountable for such until distribution has been made. The IRCC Guidelines and Procedures will be updated and an official copy will be available for review in the Personnel Office immediately following each Board meeting, with an additional copy to

be housed in the AAUP office for on-campus use by IRCC faculty only. The faculty shall not be held accountable for such guidelines and procedures until they are available for review. The Chapter Executive Board agrees to consult with the College President on any questions or concerns in regard to these documents before consulting with any other individual or group.

Section 5. Office. The Administration shall provide to each faculty member office space and office equipment necessary for the faculty member to provide his assigned services.

Section 6. Travel Expenses. The faculty member shall be reimbursed for expenses incurred during travel required for College business in accordance with current travel rules and regulations of the State of Florida as authorized by statute.

Section 7. Check Distribution. Faculty members must have their checks available on the scheduled date and at the scheduled time unless delay is caused by unforeseen circumstances.

ARTICLE XX

Meaning of Tenure

Faculty members having tenure have appointments continued from year to year without necessity for annual or other renewals. Tenure of a faculty member shall continue until death; resignation; mandatory retirement under current federal laws; termination for cause (Article XXI); or, in extraordinary circumstances, a financial exigency (Article XVI Section 2).

ARTICLE XXI

Termination of Appointment for Cause

Section 1. Definition of Cause. Adequate cause for the dismissal of a faculty member who has tenure or whose non-tenured appointment is being terminated without the notice normally required is restricted to: (1) immorality, (2) misconduct in office, (3) incompetency, (4) gross insubordination, (5) willful neglect of duty, (6) drunkenness, or (7) conviction of any crime involving moral turpitude. The burden of proof in establishing cause for dismissal rests with the College Administration.

Section 2. Procedural Rights of the Faculty. When reason arises to question the fitness of a faculty member, the President of the College or his designated representative will discuss the matter with the faculty member in a personal conference, at which the faculty member may choose to be accompanied by a Chapter representative or an attorney. The matter may be terminated by mutual consent at this point.

If an adjustment does not result, then the matter will be considered according to current pertinent Board of Education Rules. (See also Article XXIII.)

ARTICLE XXII

Miscellaneous Provisions

Section 1. Classes at Other Institutions. With the approval of the Dean of Instruction, schedules, insofar as practicable, are to be arranged whenever requested to allow faculty to attend classes at other institutions of higher education up to two courses per term.

Section 2. Attendance at College Functions. Faculty attendance at all College-sponsored functions and activities shall be voluntary unless part of the individual faculty member's workload.

Section 3. Liability. The Chapter shall not hold the Board responsible for personal property stored or utilized on College property.

Section 4. Administrative Assignments. Instructors, counselors, or librarians who are also designated as administrators in the College shall not be assigned in excess of 50 percent instructor, counselor, and librarian responsibilities unless an exception is approved by the President and the Chapter. No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit.

Section 5. Protection of Bargaining Process. No member of the bargaining unit will receive any term or condition of employment that is more or less advantageous than any contained in this contract.

ARTICLE XXIII

Adjustment Procedures

Section 1. Grievances. A grievance is defined as a dispute or disagreement raised by an employee or the Chapter against the Administration involving the interpretation or application of the specific provisions of this contract or application of a rule or regulation in other than a uniform manner or other than in accordance with the provisions of the rule or regulation. Grievances as defined that arise after the effective date of this contract shall be processed in the following manner on a uniform grievance form furnished by the Administration. Grievances that arose previous to

the effective date of this contract shall be processed in accordance with the procedures then in effect. No reprisals of any kind shall be taken against any member of the faculty for participating in a grievance.

Section 2. Grievance Procedures. Step 1. If a complaint that falls within the definition of a grievance is not satisfactorily resolved in informal discussions; and if five (5) working days have elapsed since the complaint was presented, a grievance may be filed on the official grievance form supplied by the Administration. No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the faculty member, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written complaint--signed by both the faculty member and the Chapter grievance representative on the campus, in individual faculty grievances (or signed alone by the Chapter grievance representative on the campus, in case of Chapter grievance)--shall set forth the nature of the problem, the facts on which it is based, the alleged violation, and the relief requested.

In the event that the faculty member elects to file a charge without the intervention of the Chapter grievance representative, the Administration will immediately notify the Chapter grievance representative that a grievance charge has been filed and will supply the representative with a copy of the charge. No representative of the Administration will meet with the faculty member without first affording reasonable opportunity for the Chapter representative to be

present at such meeting.

The written grievance will be submitted by the complainant to the appropriate division director or his representative. A written decision will be made and forwarded to the complainant within three (3) working days of receipt of the formal grievance, and a copy of the same shall at that time be supplied to the Chapter grievance representative. If the decision of the division director or his representative is not satisfactory, the grievance will be taken to Step 2.

Step 2. All written materials from Step 1 will be submitted by the complainant to the appropriate dean within three (3) working days of the receipt of an unsatisfactory decision. Grievances originating at off-campus sites will be submitted to the administrator in charge of the off-campus sites; grievances originating on the main-campus will be submitted to the appropriate dean. A written decision will be made and forwarded to the complainant within three (3) working days of receipt of the formal grievance, and a copy of the same shall at that time be supplied to the Chapter grievance representative. If the complainant is not satisfied with the decision, Step 3 will be taken.

Step 3. All written materials from Steps 1 and 2 will be submitted to the Dean of Instruction or his representative. This appeal will be filed within three (3) working days of receipt of an unsatisfactory written decision from the last appeal. The Dean of Instruction or his representative will give a written decision within three (3) working days of receipt of the grievance and file. A copy will also be sent to the Chapter grievance representative. If the

complainant is not satisfied with the decision, Step 4 will be taken.

Step 4. All written materials from Steps 1, 2, and 3 will be submitted to the President of Indian River Community College or his representative. The President or his representative will give a written decision within five (5) working days of the receipt of the grievance and file. A copy will also be sent to the Chapter grievance representative.

Step 5. If the President's decision or his representative's decision is unsatisfactory, the grievance will be submitted to an impartial, neutral arbitrator mutually selected by the parties from the list of approved arbitrators maintained by PERC. The administration will be notified by registered mail within five (5) working days of the employee's intention to submit the grievance to arbitration.

The arbitrator's decision shall be final and binding; however, the arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement.

The compensation, if any, of the arbitrator shall be borne equally by the Administration and the Chapter.

ARTICLE XXIV

Totality of Agreement

Each party, for the lifetime of the contract, agrees that the other shall not be obligated to bargain collectively with any subject matter referred to or not referred to or governed by or not governed by this contract, unless the Board and the Chapter mutually agree to

alter, amend, supplement, enlarge, or modify any of its provisions.

ARTICLE XXV

Savings Clause

The contract is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations thereof. In the event that any provision of this contract is found to be inconsistent with existing legislative statutes or rules or regulations promulgated thereunder, the provisions of such statutes or ordinances shall prevail; and if any provision herein is found to be invalid or unenforceable by court or other authority having jurisdiction, then such provision shall be inoperative; but all other valid provisions shall remain in full force and effect. If such provision of the contract subsequently becomes legal because of the passage of new legislation during the term of the contract, it shall at that time become operative.

If the enactment of any provision or portion of this contract is prevented because of applicable legislative action, executive order, or regulation dealing with wage and price controls, then only such specific provisions or portion specified in such decision shall be invalid, the remainder of this contract continuing in full force and effect for the term of the contract, provided, however, any provision of this contract is prevented from being put into effect shall become effective at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this contract or any extension thereof.

ARTICLE XXVI

Term of Contract

This contract shall be effective on the 1st day of August 1989 and shall remain in full force and effect through the 31st day of July 1990.

For the Board

Peggy Berg

Peggy Berg, Chairman

Edwin Massey

Edwin Massey, Secretary

For the Chapter

Robert Cogliano

Robert Cogliano, Chief Negotiator

Jimmie Anne Nourse

Jimmie Anne Nourse, Negotiator

Reginald Woodall

Reginald Woodall, Negotiator

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Junior Colleges SEP 21 1990